CITY OF REDLANDS

CITY COUNCIL

A G E N D A

FEBRUARY 4, 2025

MARIO SAUCEDO
Mayor

MARC SHAW
Mayor Pro Tempore

PAUL T. BARICH
Council Member

EDDIE TEJEDA
Council Member

DENISE DAVIS
Council Member
***
JEANNE DONALDSON
City Clerk

PHILLIP DOOLITTLE
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

5:00 p.m. Open Public Meeting, Public Comment (Closed Session)
6:00 p.m. Open Session (Public Meeting)
* * *
City Council Chambers
Civic Center, 35 Cajon Street, Redlands, California

A G E N D A

The following information comprises the agenda for the regular meeting of the City Council of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

TUESDAY, FEBRUARY 4, 2025

To join via Zoom on a computer, laptop, or smart device
Please visit www.zoom.us, click on Join a Meeting
Enter the Meeting ID **896 2789 8341**, then run the Zoom launcher
To join via Zoom with audio only (cell phone or landline):
Dial **1-877-853-5247**
Enter the Meeting ID **896 2789 8341**

Should the City lose connectivity on Zoom, we will halt the meeting until it can be restored. To check on the status of remote connectivity in the event of an outage, go to the City's website at www.cityofredlands.org or to the City's Facebook page at @CityofRedlands or the Instagram page at @CityofRedlands_CityHall.

In the event the City cannot reestablish Zoom connectivity in a reasonable amount of time, the mayor will adjourn the meeting to a future date.

***PLEASE NOTE**:* Anyone desiring to speak on an agendized item at this meeting may do so during the consideration of that item. Due to time constraints and the number of persons who may wish to give oral testimony, public comments will be limited to three (3) minutes.

- **To provide comment while participating from Council Chambers:**
  - Although it is not required, speakers are encouraged to submit a "Speaker Sign Up Sheet" before the meeting is convened. Forms are available in the Office of the City Clerk or in Council Chambers.
  - After the meeting has convened, you may place the speaker form in the basket at the table along the north wall of the Chambers. Please do not disturb the City Clerk while the meeting is in progress.

- **To provide comment through Zoom (on a computer, laptop, or smart device)**:
  - Click the "Raise Hand" button and the moderator will unmute you when it is your turn to speak

- **To provide comment via audio only (cell phone or landline)**:
  - Dial *9 to "Raise Hand". The moderator will identify you by your area code and last 3 numbers of your telephone number when it is your turn to speak.

PLEASE SILENCE CELL PHONES, PAGERS AND OTHER ELECTRONIC COMMUNICATION DEVICES UPON ENTERING THE CHAMBERS

5:00 P.M.

A. **Call City Council Meeting to Order.**

B. **Public Comment**
(Any person wishing to provide public comment on a closed session matter may do so at this time.)

C. **Recess City Council Meeting to a Closed Session**

1. Conference with legal counsel - Anticipated litigation pursuant to Government Code Sections 54956.9(d)(2) and (e)(3):

   A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency, based on the receipt of a written claim dated May 30, 2024 from Tyler P. Doremus, legal counsel for CEM Construction Co., to John Harris, Director of Municipal Utilities & Engineering threatening litigation (copy available for public inspection in City Clerk's Office)

2. Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
   (City Attorney Garcia)
   Two Cases:

   a. Coyote Aviation Corporation, et al. v. City of Redlands, et al., San Bernardino Superior Court, Case No. CIVSB2418252
   b. California Department of Housing and Community Development v. Shangri-la Industries, LLC, et al., Los Angeles Superior Court, Case No. 24STCV00629

3. Conference with real property negotiators - Government Code §54956.8
   (Assistant City Manager Christopher Boatman)

Property:	APN 0292-063-38-0000
Agency Negotiators:	Charles M. Duggan, City Manager; Christopher Boatman, Assistant City Manager
Negotiating Party:	Seth Davis; Managing Director, Arixa Capital
Under Negotiation:	Terms of payment and price for possible purchase of property by the City.

6:00 P.M.

D. **Reconvene City Council Meeting**

E. ***Invocation by Mayor Mario Saucedo***
Pledge of Allegiance by the Student Lighthouse Team of Bryn Mawr Elementary School
(In keeping with long-standing traditions of legislative invocations, this City Council meeting may include a brief invocation. Such invocations are not intended to proselytize or advance any one, or to disparage any other, faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.)

F. **Closed Session Report**
(No reportable action taken in closed session unless otherwise announced by the City Attorney at this time.)

G. **Presentations**

1. Introduction of Fae the Fire Dog by the Redlands Fire Department (Fire Chief Sessler)

2. Redlands Pet Adoption (Redlands Animal Services)

Recycled Paper

3. Presentation of Black History Month proclamation to the Black Student Unions from Citrus Valley High School (Jahnya Choice), Redlands East Valley High School, Redlands High School (Aniya White & Andrea Chiumia) and Orangewood High School of Redlands Unified School District

H. **Public Comment - City Council**
(At this time, the City Council will provide an opportunity for the public to address them on any subject, within the jurisdiction of the City Council, which is not already scheduled on this agenda. However, any matter that requires action will be referred to staff for a report and possible action at a subsequent meeting. Comments will be limited to three {3} minutes.)

I. **Consent Calendar**
(The following routine items have been recommended for approval and will be acted upon simultaneously unless separate discussion and/or action is requested by a Councilmember or a member of the audience.)

1. Approve the regular meeting minutes of the January 21, 2025 City Council meeting (City Clerk Donaldson)

2. Authorize issuance of a proclamation declaring the month of February 2025 to be Black History Month in the City of Redlands (Mayor Saucedo)

3. Adopt Ordinance No. 2975 to amend Title 13 (Public Services) relating to water, sewer and solid waste charges and payments (Management Services/Finance Director Garcia)

4. Adopt Ordinance No. 2974 amending Section 2.48.040 of Chapter 2.48 of the Redlands Municipal Code relating to the Traffic and Parking Commission (Municipal Utilities and Engineering Director Harris)

5. Adopt Ordinance No. 2978 establishing an exhaustion of administrative remedies procedure for challenges to fees, charges, and assessments (Municipal Utilities and Engineering Director Harris)

6. Approve Agreement with the University of Redlands to participate in the 2024-25 Work-Study Program (Human Resources/Risk Management Director Meteau)

7. Adopt Salary Resolution No. 8662 establishing a Salary Schedule and Compensation Plan for City Employees and rescinding Resolution No. 8650 (Human Resources/Risk Management Director Meteau)

8. Approve lease agreements with the Trinity Community Foundation, also known as the Micah House, for properties located at 611 Chapel Street and 1006 Oxford Drive and determine that the approval of the agreements is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

9. Approve the Agreement for Services with the Ecology Center to join their Market Match program, providing $1,808 in nutrition incentives. Additionally, authorize an additional appropriation of $2,432.25 and approve an in-kind services grant match valued at $5,616.91 and determine that approval of the Agreement with Ecology is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15301 (Facilities and Community Services Director Crocker)

Recycled Paper

10. Approve the use of city resources and the request for in-kind support in the amount of $40,612.00 related to The Run Through Redlands Event hosted by the Kiwanis Club on Sunday, March 2nd, 2025, temporary street closures related to the event, authorize the sale and consumption of alcoholic beverages at the event and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

11. Approve Sole Source Agreement with PlanetBids for an eProcurement System in the amount of $130,894.66 for 5 years (Management Services/Finance Director Garcia)

12. Approve of the Agreement with SDI Presence LLC for ERP Software Optimization Consulting Services in an amount not-to-exceed $236,230 (Management Services/Finance Director Garcia)

13. Approve the Professional Services Agreement with Chambers Group, Inc. for California Environmental Quality Act (CEQA) document determination services for the Wastewater Treatment Plant Recycled Water Reservoir Project for an amount not-to-exceed $55,211, and determine that approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

14. Approve the Professional Services Agreement with CASC Engineering and Consulting, Inc. for Wastewater Treatment Plant Qualified Industrial Stormwater Practitioner support and engineering services with an initial one (1) year term value not-to-exceed $24,260 with options to extend for two (2) additional years for a total potential amount not-to-exceed $72,780, and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the state's guidelines implementing the California Quality Act (Municipal Utilities and Engineering Director Harris)

15. Adopt Resolution No. 8658 for the use of the state's Fiscal Year 24/25 and 25/26 Citizens' Option for Public Safety Program Funds for the purpose of ensuring public safety (Police Chief Tolber)

16. Approve the First Amendment to the agreement with the Counseling Team International for additional service and cost of $25,000 to provide the Redlands Police Department with a mandatory wellness check (Police Chief Tolber)

J. **Communications**

1. Discussion and possible action concerning a policy for City Council recognition of the contributions and achievements of individuals and organizations that benefit the community (Mayor Saucedo)

2. Conference Report- 2025 League of California Cities Mayors and Council Members Academy (Mayor Pro Tem Shaw)

3. Annual Report of the Citrus Preservation Commission given by Commission Chair Michael Day (Facilities and Community Services Director Crocker)

4. Annual Report of the Street Tree Committee given by Committee Chair Chris Sedmack (Facilities and Community Services Director Crocker)

Recycled Paper

K. **Public Hearings**

1. Appeal of the Development Services Director's approval of Reasonable Accommodation No. 19, a request to allow one service animal on a residential property located at 521 South Fourth Street (APN: 0173-043-09-0000) within the Suburban Residential (R-S) District. Filed by Terra Bird, Appellant (Mayor to declare meeting open as a **Public Hearing**) (Development Services Director Desatnik)

2. Resolution No. 8659 overruling objections and proceeding with weed abatement of subject properties (Mayor to declare meeting open as a **Public Hearing**)
(Fire Chief Sessler)

L. **New Business**

1. Consideration of the agreement with Citiguard, Inc. for platform and parking lot security at the Redlands Passenger Rail Downtown and University Stations for an initial one-year term, and an option to extend by one-year for a possible total amount not-to-exceed $690,897.60, and determine that the agreement is exempt from environmental review pursuant to section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

2. Consideration of a sole source purchase order modification with AMREP to increase the total compensation for an amount not-to-exceed $300,000 to provide AMREP parts and service, and consideration of a sole source purchase order modification with Clean Energy to increase the total compensation for an amount not-to-exceed $240,000 parts and repair services for the City's LNG/CNG fuel island (Facilities and Community Services Director Crocker)

3. Consideration of a $192,736.85 purchase order modification with Enterprise FM Trust for the vehicle lease and maintenance program resulting in a total purchase order amount not to exceed $3,155,736.85 and a total contract amount not to exceed $4,728,389.85 (Facilities and Community Services Director Crocker)

4. Consideration of a $623,911.38 construction contract with Metrocell Construction, Inc. for the construction of the Carbon Reduction Program (CRP) Redlands Regional Connector (South) - Pedestrian & Bike Trail Project, Project No. F400032, Federal Project No. CRP-5083(031); acceptance of a Carbon Reduction Program grant in the amount of $765,096.58; and determination that the project is categorically exempt under Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

5. Consideration of a Public Works Construction Contract with Tryco General Engineering for the 2024 Citywide Sidewalk and ADA Ramp Replacement Project for an amount not to exceed $500,000, and determine that the Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

6. Consideration of the Professional Services Agreement with N2W Engineering, Inc. for the Recycled Water Distribution System Expansion Engineering Project for an amount not to exceed $332,500, approval of an additional appropriation in the amount of $332,500 from the Non-potable Capital Improvement Fund (532), and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

Recycled Paper

7. Consideration of the Second Amendment to the Non-Professional Service Agreement with General Pump Company to increase by $500,000, and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

M. **Individual Council Member Announcements and/or Reports on Activities**
(No collective discussion or action.)

N. **Adjournment**
The next regular meeting of the City Council will be held on February 18, 2025

If you challenge any proposed development entitlement listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Goutam Dobey, of the Municipal Utilities and Engineering Department at (909) 798-7584 ext 2. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

(28 CFR 35.102-35.104 ADA Title II)

Any writings or documents distributed to a majority of the City Council regarding an open session agenda item less than 72 hours before this meeting are available for public inspection at the City Clerk's Office or at the dais of the City Clerk once the open session begins.

Staff reports or other written documentation relating to items referred to on the agenda are available at the A. K. Smiley Public Library, 125 West Vine Street, Redlands, California, and on the City's website referenced below.

Regular meetings are televised live on Redlands TV Channel 3 (Spectrum) and Channel 35 (Frontier) and re-broadcast at 7:00 P.M. the following Wednesday, Friday and Sunday; and at 9:00 A.M. Thursday, Saturday and Monday. Meetings are also streamed live and archived for later viewing on demand on the City's website at www.cityofredlands.org. Agendas, staff reports and minutes of the City Council of the City of Redlands are available online at: www.cityofredlands.org.

City Council Meeting **G. 1.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Introduction of Fae the Fire Dog by the Redlands Fire Department (Fire Chief Sessler)

RECOMMENDATION:

The Fire Department crew members will introduce the newest addition, Fae the Fire Dog.

DISCUSSION:

The Redlands Fire Department is excited to introduce the newest member of the team, Fae the Fire Dog! Fae, a Labrador and certified therapy dog, serves as our official Happiness Ambassador. With her sweet and caring personality, she brightens the lives of everyone she meets, both at the fire station and in the community. Fae plays a vital role in reducing stress, boosting morale, lifting spirits, and celebrating alongside staff during good times.

As a certified therapy dog, Fae supports mental health and well-being in unique and meaningful ways. Whether offering comfort on a challenging day or adding joy to community events, Fae is ready to make a difference in the special way only she can.

Fae comes to us from Guide Dogs of the Desert, an organization renowned for its specialized dog training programs that develop dogs with exceptional temperament and intelligence. While the selection process for guide dogs is highly rigorous, dogs that do not meet the guide dog standards often excel in other roles, such as therapy dogs. This makes Fae a perfect fit for our therapy dog program, which requires dogs with outstanding temperament, strong obedience, and the adaptability to work with various handlers in diverse environments. We are thrilled to welcome Fae to the Redlands Fire Department and look forward to the positive impact she will have on our team and community.

SUBMITTED BY:
Rich Sessler, Fire Chief

RECOMMENDED BY:
Charles Duggan, Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager

PREPARED BY:
Bruni Reyes, Management Analyst

City Council Meeting **I. 1.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of the January 21, 2025 City Council meeting (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of January 21, 2025.

Attachments

Regular meeting minutes of January 21, 2025

MINUTES

Regular meetings of the City Council and the Redlands Financing Authority of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on January 21, 2025 at 5:00 P.M.

Present: Mario Saucedo, Mayor
Marc Shaw, Mayor Pro Tempore
Paul Barich, Council Member
Eddie Tejeda, Council Member
Denise Davis, Council Member

Staff: Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Phillip Doolittle, City Treasurer; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Foote, City Planner/Planning Manager; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Police Chief; Tabitha Crocker, Facilities and Community Services Director; Robert Meteau, HR/Risk Management Director

Mayor Saucedo called the meeting to order. City Attorney Garcia announced that, due to an illness, Council Member Tejeda was unable to attend the meeting in person but would be participating tonight via teleconference under AB 2449 "Just Cause". This was the first of two allowable Just Cause exceptions for him under AB 2449. Mayor Saucedo explained that comments could be presented in-person, via Zoom, via cell phone or landline, and he offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

Orange Grove Sale - Susan Brooks, a resident of Palm Avenue, adjacent to the England Grove property, requested the City preserve the current easements, including water, sewer and electrical easements. She asked for open lines of communication, in order to keep all the neighborhood properly informed about the timing of the grove replanting efforts.

CLOSED SESSION

Conference with real property negotiators - Government Code §54956.8
(Assistant City Manager Boatman)

Property:	APNs: 0173-231-23-0000 and 0173-231-26-0000 (England Grove)
Agency Negotiators:	Charles M. Duggan, City Manager; Christopher Boatman, Assistant City Manager
Negotiating Party:	Johanna Crooker, ACIP Director of Forward Planning - Entitlements, Southern California; Meritage Homes of California, Inc.
Under Negotiation:	Terms of payment and price of possible land purchase by City.

Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)(City Attorney Garcia)
Two Cases:

a. Miller & Associates, LLC v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2203755

City Attorney Garcia stated that C-2.a, Court Case No. CIVSB2203755 - Miller & Associates, LLC was removed from Closed Session

b. Price v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2218802

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Mayor Pro Tem Shaw. The Pledge of Allegiance to the American flag was conducted by Lugonia Elementary School students. Council Member Tejeda announced that, due to an illness preventing him from attending the meeting in person, he would attend tonight's City Council meeting via teleconference under AB 2449 "Just Cause". This was the first of two allowable Just Cause exceptions for him under AB 2449.

CLOSED SESSION REPORT

City Attorney Garcia announced that there was no reportable action taken during the closed session for Items C-1 and C-2.b, with C-2.a removed from the closed session.

PUBLIC COMMENT

Public Safety at Citrus Plaza - Berlyn Wright described an incident which occurred at Citrus Plaza within the Target store. She and her daughter felt unsafe, and she was concerned that this was likely not an isolated case. She urged the Council to take a more proactive approach to patrolling and protecting the community.

Requesting Use of Logo - Gail Howard asked if the Council could authorize her to use the City's logo when she was conducting fundraising efforts for police department programs, such as the Heroes and Helpers Program.

Narcan Dispensaries - Redlands Community Hospital ER Director Dr. Evan Houck requested the City consider implementing a program to install vending machines stocked with Narcan, the overdose-reversing drug, helping combat the opioid epidemic. These vending machines increase access to Narcan and provide a convenient way to assist people with overcoming an addiction.

Agreeing to Disagree Respectfully - Michael Paisner was unhappy with the Council's decision at the December 17 meeting, to eliminate the rotation methodology for the selection of Mayor and Mayor Pro Tem, and he considered the behavior of some of the council members as disrespectful to audience members.

Freedom of Speech - Emma Vara asserted her right to express her views and speak openly if she desired. Her opinions and statements matter and should always be welcome at council meetings, despite her age.

Holding Leaders Accountable - Jennifer Maravillas raised concerns about the comments made by Council Member Tejeda on social media and said she thought he was posting misleading information. She pushed for more accountability.

Introductions - Ulysses Nera introduced himself as the new field representative for Assemblymember Robert Garcia. He looked forward to working with the City.

CONSENT CALENDAR

Minutes

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the regular meeting minutes December 17, 2024.

Vote: 5 - 0 Passed

Historic and Scenic Preservation Commission Appointments

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously reappointed, by roll call vote, Greg Weissman and Justine Guidry to each serve another four-year term on the Historic and Scenic Preservation Commission ending January 18, 2029; and appointed Bridget Lawlor to serve a four-year term on the Historic and Scenic Preservation Commission ending January 18, 2029.

Vote: 5 - 0 Passed

Liaison Assignments Boards, Commissions, Committees and Outside Agencies

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the City Council Liaison assignments to the City's Boards, Commissions, Committees and Outside Agencies for 2025, as recommended by Mayor Saucedo and as represented in the staff report.

Vote: 5 - 0 Passed

Resolution No. 8655 One-Year Extension City's 6th Cycle Housing Element

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8655, determining that the criteria contained in Government Code Section 65583.4 has been met, pertaining to a one-year extension of time to complete the rezoning actions that will implement the City's 6th Cycle Housing Element and the Regional Housing Needs Assessment allocation.

Vote: 5 - 0 Passed

Resolution No. 8654 Declaring Weeds a Public Nuisance

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8654 declaring weeds to be a public nuisance and setting February 4, 2025, as the public hearing for objections to the proposed weed abatement.

Vote: 5 - 0 Passed

Resolution No. 8656 State-Mandated Fire and Life Safety Inspections Report

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8656 acknowledging acceptance of a report for completed state-mandated fire and life safety inspections by the City of Redlands Fire Department in compliance with SB 1205 and California Health and Safety Code Section 13146.4.

Vote: 5 - 0 Passed

Contract Award Guardrail Installation

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that the project is categorically exempt from environmental review in accordance with Section 15304 of the State's guidelines implementing the California Environmental Quality Act; and approved the Public Works Contract with Metrocell Construction, Inc. for Guardrail Installations for an amount not-to-exceed $174,600.

Vote: 5 - 0 Passed

Resolution No. 8649 Annual Report of Development Impact Fees

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8649, approving the Annual Report of Development Impact Fees for the year ended June 30, 2024, and the findings contained therein.

Vote: 5 - 0 Passed

CFD Annual Reports

On motion of Council Member Paul Barich, seconded by Mayor Pro Tempore Marc Shaw, the City Council unanimously approved, by roll call vote, to receive and file the Annual Reports for Community Facility District (CFD) No. 2001-1 and Community Facility District (CFD) No. 2003-1 pursuant to Local Agency Special Tax and Bond Accountability Act (SB 165).

Vote: 5 - 0 Passed

Intergovernmental Purchase Dell Workstations

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Intergovernmental Purchase of Dell Workstations in the amount of $99,794.13.

Vote: 5 - 0 Passed

Property Lease Agreement SCAQMD

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of a property lease agreement with the South Coast Air Quality Management District (SCAQMD) is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the property lease agreement with the SCAQMD so they can use the property for air quality monitoring.

Vote: 5 - 0 Passed

Citywide Classification and Compensation Study Services Agreement

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Professional Services Agreement with Public Sector Personnel Consultants Inc. for Citywide Classification and Compensation Study Services for an amount not-to-exceed $192,000; and approved an additional appropriation for the same amount.

Vote: 5 - 0 Passed

COMMUNICATIONS

FY 2024 ACFR & Audit Results

Management Services/Finance Director Garcia introduced Andrew Roth of The Pun Group, who provided a detailed analysis of the City's Annual Comprehensive Financial Report (ACAFR) and the Independent Accountants' Report on Applying Agreed-Upon Procedures related to the Article XIII-B Appropriations Limit Calculation for the fiscal year ending June 30, 2024. The ACAFR communicates the City's financial condition and includes an audited summary report of the financial position and transactions of the City for the fiscal year 2024. The Pun Group LLP, a certified public accounting firm, audited these documents and has provided an unmodified opinion of the City's financial statements. An unmodified opinion communicates to users that the financial statements are fairly presented and that the information used in the report is consistent with generally accepted accounting principles. This is the best opinion that the City can receive from its auditors. Mayor Saucedo was pleased with the numbers reflected in the 'rainy day' funds. Council Members thanked the Pun Group and Director Garcia and her staff for all their hard work towards developing the ACAFR.

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously accepted, by roll call vote, the Comprehensive Annual Financial Report and the Independent Accountants' Report on Applying Agreed-Upon Procedures Related to the Article XIII-B Appropriations Limit Calculation for the fiscal year ending June 30, 2024.

Vote: 5 - 0 Passed

2025 Regional SCAG Conference Voting Delegate

Mayor Saucedo opened the discussion to consider designating a Voting Delegate to represent the City at the 2025 Regional Conference of the Southern California Association of Governments (SCAG) and General Assembly in Palm Desert on May 1-2, 2025.

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously designated, by roll call vote, Denise Davis to serve as the voting delegate at the 2025 Regional Conference of the Southern California Association of Governments (SCAG); and designated Mayor Pro Tem Shaw to serve as the alternate voting delegate at the 2025 Regional Conference of the Southern California Association of Governments (SCAG).

Vote: 5 - 0 Passed

Annual Report Parks and Recreation Commission

Due to an emergency, the Parks and Recreation Commission Annual Report will be presented at a future Council meeting.

Annual Report Airport Advisory Board

Vice Chair Michael Allen, of the Airport Advisory Board (AAB), presented the annual report of accomplishments and activities for 2024. The Board consists of seven members who act in an advisory capacity to the City Council on matters pertaining to the administration, operation, development, improvement and maintenance of the airport. They work to make the facility a safer place. Accomplishments included, Airport runway and resurface project; Wildfire base of operations; Wildlife mitigation; SBD airspace changes review; Increase in wide body aircraft into SBD over REI; Plane or Treat; and Redlands Airport Association's "stuff a plane" toy drive. The goals for 2025 include: Formation of subject-matter experts; Identifying board member strengths and matching them to an airport subject; Continue to address the airspace changes at REI; Continue to promote community involvement to grow interest in Redlands Airport. Mayor Saucedo thanked Mr. Allen and all the Board Members for their dedication to serving the City.

NEW BUSINESS

Planning Commission Selection Process

Assistant City Manager Boatman stated that historically, when a vacancy occurred on the Planning Commission, the Mayor would review applications and recommend new commissioners to the City Council for approval, in accordance with this provision of the Redlands Municipal Code (RMC). To enhance participation and broaden engagement in this process, staff recommended that the Council consider appointing a subcommittee of two Council members to review applications, conduct candidate interviews, and formulate recommendations for the full Council. This approach is commonly used in other cities. Additionally, the Council may consider establishing guidelines or minimum qualifications for new Planning Commission members based on professional or personal expertise. Council Member Davis supported staff's recommendations and said it was a welcome move towards providing more transparency with the appointment process.

On motion of Mayor Mario Saucedo, seconded by Mayor Pro Tempore Marc Shaw, the City Council unanimously directed staff, by roll call vote, to bring back an ordinance formalizing the selection process for Planning Commissioners and policies related to Commissioner qualifications; authorized the formation of an ad hoc subcommittee of the City Council to review current applications, interview candidates and make recommendations to the City Council to fill the two current vacancies on the Planning Commission; and appointed Mayor Saucedo and Mayor Pro Tem Shaw to the ad hoc subcommittee of the City Council.

Vote: 5 - 0 Passed

Purchase and Sale Agreement with Meritage Homes

Assistant City Manager Boatman reviewed the Purchase and Sale Agreement with Meritage Homes of California, Inc. for the acquisition of Assessor Parcel Numbers 0173-231-23-0000 and 0173-231-26-0000 for $100,000 for the England Grove, located at the southeast corner of Palm Avenue and Alvarado Street. The property consists of two (2) parcels, approximately 6.82 acres in total, as well as an interest in 15 shares of Redlands Water Company (the “Water Shares”). The purchase price for the property is $100,000, which includes the installation of the irrigation system and replanting completed by the seller before the close of escrow.

The replanting and irrigation system will be equivalent to the recent improvements made at the City’s Lugonia grove. Salient terms of the agreement include: 1) Purchase price of $100,000, including fifteen shares of Redlands Water Company stock; 2) $10,000 deposit due at the opening of escrow, refundable up until waiver of contingencies; 3) 60-day due diligence period; 4) Closing Date shall be within the earliest of ten (10) business days after the Seller delivers notice and reasonable supporting documentation that the Citrus Planting and installation of the Irrigation System have occurred, or August 25, 2025 (the “Outside Closing Date”). Funding for the project will be provided by the Agricultural Open Space designation of the Palmetto Grove Land Sale Proceeds. Staff has included a reallocation of the necessary funds from the Agricultural Open Space - Acquisition/Conservation Easements subcategory.

The 15 water shares of Redlands Water Company stock hold significant value in the region's agricultural landscape, as they represent access to vital water resources. The water shares will be exchanged with the city for water through the potable system. This exchange mechanism facilitates a more efficient and regulated distribution of water resources, aligning with modern water management practices aimed at conservation and sustainability. Citrus Preservation Commission Chair Michael Day confirmed that the Commission fully supported the purchase and has been closely involved and been kept informed throughout the negotiations. Johanna Crooker, of Meritage Homes, indicated the company had been seeking a good solution to preserve the groves and this partnership with the City represented a positive outcome for all parties.

Mayor Pro Tem Shaw wondered about the value of the water shares and asked whether the City had the appropriate staff to maintain this additional grove. Director Crocker was confident her staff could effectively manage the grove. Assistant City Manager Boatman clarified there had been no recent trading in the last few years, so it was difficult to know the current value of the shares. Council Members were pleased to see the negotiations come to fruition.

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the Purchase and Sale Agreement with Meritage Homes of California, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; approved the Purchase and Sale Agreement with Meritage Homes of California, Inc. for the acquisition of property in the amount of $100,000; and approved an additional appropriation in the amount of $100,000.

Vote: 5 - 0 Passed

SBCTA and UofR Amending Operations & Maintenance Agreement

Assistant City Manager Boatman explained that in February 2021, the City Council approved the Operations and Maintenance Agreement with San Bernardino County Transportation Authority (SBCTA) and the University of Redlands (University) for the University Station serving the Arrow train. The agreement delineated the roles and responsibilities of each agency, as well as responsibilities related to insurance.

The City is responsible for all real property insurance costs related to University Station except for its betterments, for which the University is solely responsible. Amendment No. 1 will update the terms of the insurance section to provide for a 50-50 cost split between the City and SBCTA for the standard station platforms. SBCTA will now be responsible for obtaining and maintaining real property insurance for the standard station platforms, and the City will reimburse SBCTA for its share. The City will continue to fully insure all non-operating property at University Station as it has since the original agreement was signed in 2021.

On motion of Council Member Paul Barich, seconded by Mayor Mario Saucedo, the City Council unanimously approved, by roll call vote, Amendment No. 1 to an Operations and Maintenance Agreement with San Bernardino County Transportation Authority and the University of Redlands.

Vote: 5 - 0 Passed

Property Donation

Assistant City Manager Boatman presented an unsolicited offer of donation of property identified as Assessor's Parcel No. 0170-302-07 000, and described the property as approximately 8,000 square feet in area and located on Dearborn Street immediately adjacent to the City's water treatment plant. The property is desirable to the City as it will be integrated into the existing facility. Staff will prepare the appropriate documents for this transaction and will bring the item back to the City Council at a future meeting once the City's due diligence is completed.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Mayor Mario Saucedo, the City Council unanimously directed staff, by roll call vote, to proceed with acceptance of the donation of property identified as Assessor's Parcel No.0170-302-07 000, subject to satisfactory completion of the City's due diligence.

Vote: 5 - 0 Passed

Ordinance No. 2975 & Resolution No. 8647 Water, Sewer, Solid Waste Charges & Payments

Management Services/Finance Director Garcia presented Ordinance No. 2975 to amend Title 13 relating to water, sewer and solid waste charges and payments, and Resolution No. 8647 revising the Policy on Residential Water Service Discontinuation and Rescinding Resolution No. 8048. Three years after SB 998 passed, the California legislature passed SB 3, which expanded the conditions under which the City is required to provide payment plans to customers who are unable to pay their bill. The City is now required to extend a payment plan option to all customers, not just customers who meet certain medical and financial criteria.

In an effort to update this policy to reflect the new provisions of SB 3, the two documents will amend the policy accordingly: 1) The alternative payment arrangements will be available to all residential water service customers; 2) The payment options will be updated to ensure the policy is consistent with current practices; 3) The terms and conditions of the alternative payment plan will be more well-defined to improve clarity for customers; 4) Limits for disconnection fees will be defined to ensure compliance with law; 5) The updated, written policy on Discontinuation of Water Service to Residents for Non-Payment will be made available in prescribed languages (English, Spanish, Chinese, Tagalog, Vietnamese and Korean).

On motion of Mayor Mario Saucedo, seconded by Mayor Pro Tempore Marc Shaw, the City Council unanimously introduced, by roll call vote, Ordinance No. 2975 to amend Title 13 (Public Services) relating to water, sewer and solid waste charges and payments; and adopted Resolution No. 8647 revising the Policy on Residential Water Service Discontinuation and Rescinding Resolution No. 8048.

Vote: 5 - 0 Passed

Ordinance No. 2974 Traffic and Parking Commission

Municipal Utilities and Engineering Director Harris reported on Ordinance No. 2974 amending Section 2.48.040 of Chapter 2.48 of the Redlands Municipal Code relating to the Traffic and Parking Commission (TPC). In March 2023, the TPC began discussing potential revisions to this section of the RMC to more accurately define its duties, particularly related to motorized vs. non-motorized transportation, public vs. private parking facilities, and TPC vs. Planning Commission roles. On September 26, 2024, the TPC voted 5:0 in favor of recommending to City Council the following amendment to Section 2.48.080 of the RMC: "It shall be the duty of the Traffic and Parking Commission to advise the City Engineer, Planning Commission, City Manager, and City Council" and to generally serve as a liaison between the general public and the City Council regarding traffic matters, including: 1) Receiving complaints relating to motorized and non-motorized traffic and parking matters and the enforcement of traffic regulations within public rights-of-way and parking facilities and to recommend ways and means of improving traffic conditions; 2) Reviewing and providing input for traffic reports, studies, and analyses prepared by City staff and consultants related to public pedestrian, motorized and non-motorized transportation, and parking projects; 3) Reviewing and making recommendations on master plans, projects, and programs related to pedestrian, motorized, non-motorized, and mass transit facilities; 4) Advising the City Council with respect to on-street and public off-street parking, posting of speed limits, traffic-calming alternatives, bicycle and pedestrian facilities, and traffic circulation. Mayor Saucedo and Council Member Davis voiced their strong support of this code revision.

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously introduced, by roll call vote, Ordinance No. 2974 amending Section 2.48.040 of Chapter 2.48 of the Redlands Municipal Code relating to the Traffic and Parking Commission.

Vote: 5 - 0 Passed

Ordinance No. 2978 & Resolution No. 8657 Administrative Remedies Procedures

Municipal Utilities and Engineering Director Harris detailed Ordinance No. 2978, establishing an exhaustion of administrative remedies procedure for challenges to fees, charges, and assessments, and Resolution No. 8657, amending the utility rate protest submission and tabulation procedures. In 1996, Proposition 218, the Right to Vote on Taxes Act, amended the California Constitution and established utility rate increase public noticing and protest requirements. In 2012, City Council adopted Resolution No. 7128 to establish a policy for the submission and tabulation of protests with respect to public hearings for proposed utility rate adjustments.

On September 25, 2024, Governor Newsom signed into law Assembly Bill 2257 (AB 2257), which became effective January 1, 2025, and authorizes local agencies the option of implementing new rate-setting procedures to limit litigated challenges. Ordinance No. 2978 complies with AB 2257 and limits judicial actions or proceedings alleging noncompliance with the California Constitution or other applicable law for any new, increased, or extended fee, charge, or assessment levied by the City to persons who submitted to the City

Clerk a timely, written objection to that fee, charge, or assessment specifying the grounds for alleging noncompliance. The Ordinance also limits the issues raised in any such judicial action or proceeding to those raised through the local agency's administrative remedies. For example, a person filing a lawsuit alleging a new or recently increased fee, charge, or assessment is unconstitutional must have first submitted a valid written protest to the City Clerk prior to the closing of the public hearing. Furthermore, the alleged unconstitutionality must have been included in the valid written protest submitted to the City Clerk. The Ordinance also requires the City staff to respond in writing, before or during the public hearing, to any timely written protests.

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously introduced, by roll call vote, Ordinance No. 2978, establishing an exhaustion of administrative remedies procedure for challenges to fees, charges, and assessments; and adopted Resolution No. 8657, amending the utility rate protest submission and tabulation procedure.

Vote: 5 - 0 Passed

WWTP Membrane Bioreactor Filter Preventive Maintenance Agreement

Municipal Utilities and Engineering Director Harris reported on a twelve-year sole source Wastewater Treatment Plant Membrane Bioreactor (MBR) filter preventive maintenance and replacement Agreement with Zenon Environmental Corporation with $219,578 annual payments, for a total value of $2,634,939. In 2021, Veolia acquired ZENON.

Recently, MUED staff collaborated with Veolia to develop a MBR preventive maintenance and replacement program specifically designed for the City's WWTP. This program includes annual inspections, testing, and preventive maintenance practices that will maximize the service life of the MBR system, and includes the supply and installation of replacement MBR cassettes near the end of the twelve (12) year program term. This program resolves supply chain issues that continue to plague the wastewater treatment industry, and provides remote technical support around the clock. The program also provides MBR cassette replacement timing flexibility to ensure WWTP performance is not compromised.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Paul Barich, the City Council unanimously determined, by roll call vote, that approval of the Wastewater Treatment Plant Membrane Bioreactor filter preventive maintenance and replacement Agreement with Zenon Environmental Corporation is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved a twelve-year sole source Wastewater Treatment Plant Membrane Bioreactor filter preventive maintenance and replacement Agreement with Zenon Environmental Corporation with $219,578 annual payments, for a total value of $2,634,939.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Council Member Barich expressed his deep appreciation for all the condolences he has received since the passing of his father, George Barich.

ADJOURNMENT

Mayor Saucedo adjourned the meeting at 7:28 P.M. in honor of George Walter Barich, who passed away on December 22, 2024 at the age of 96. He founded Orangewood High School and served as principal for 16 years. He also served as principal of the Redlands Adult Education School and was instrumental in developing the work experience program for the state of California. He coached various sports at Redlands High School and the University of Redlands. He will be greatly missed. The next regular meeting of the City of Redlands City Council will be held on February 4, 2025.

REDLANDS FINANCING AUTHORITY

Chairman Saucedo called the meeting to order and offered anyone present the opportunity to address the Board on any subject, not already on the agenda, within the jurisdiction of the Redlands Financing Authority.

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Board Member Tejeda, seconded by Board Member Barich, the minutes of the regular meeting of September 17, 2024, were approved, by roll call vote.

Vote: 4 – 0 Passed (Vice Chair Shaw Abstained)

ADJOURNMENT

There being no further action required the meeting adjourned at 7:29 P.M. The next regular meeting of the Redlands Financing Authority will be held on May 20, 2025.

City Council Meeting **I. 2.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the month of February 2025 to be Black History Month in the City of Redlands (Mayor Saucedo)

MOTION:

I move to authorize the issuance of a Proclamation declaring the month of February 2025 to be Black History Month in the City of Redlands.

Attachments

Black History Month 2025

PROCLAMATION

Black History Month

WHEREAS, Black History Month, celebrated annually during the month of February, was created by Carter G. Woodson in 1926 to highlight the contributions and accomplishments made by the Black community to our Nation, which until then had been omitted; and

WHEREAS, ISRAEL BEAL, born into slavery April 10, 1848, was freed from slavery by the Emancipation Proclamation issued by President Abraham Lincoln in 1863 and served as a teamster who traveled with the U.S. Army. He was a Redlands pioneer, property owner, builder, and business owner, also contributing to the construction of early churches in Redlands, the City's reservoir, the original Big Bear Dam, and planting the 160-acre vineyard which now makes up part of the University of Redlands campus; and

WHEREAS, the City of Redlands takes this month to recognize the oldest and first African American Church in the San Bernardino Valley, the Second Baptist Church, founded in 1891 and incorporated in 1899, which has provided in its subsequent 133 years much needed spiritual leadership and resources within the Redlands community regardless of race, ethnicity, or class; and

WHEREAS, beginning in 2018 Redlands East Valley High School established the Black Student Union (BSU) with Redlands High School following suit and re-establishing their BSU in 2019. Citrus Valley High School and Orangewood High School both established their BSU in 2022; and

WHEREAS, these Black Student Unions significantly contribute to creating a vibrant, inclusive and culturally aware campus through events and initiatives. BSU provides a platform for dialogue and inclusivity, supports academic success, and drives lasting change. Their efforts have fostered a sense of unity and collaboration, helping to build a stronger and more inclusive school culture; and

WHEREAS, in our recognition of Black History Month and these great local accomplishments, we reflect on the large strides that have been made to ensure freedom for all people regardless of race, color, or creed in the pursuit of life, liberty, and happiness;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby declares the month of February 2025 as Black History Month, and hereby encourages its residents to fight racism, intolerance and prejudice through education, kindness, compassion, and understanding.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 4th day of February 2025.

_____

Mario Saucedo, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 3.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2975 to amend Title 13 (Public Services) relating to water, sewer and solid waste charges and payments (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Ordinance No. 2975.

RECOMMENDATION:

It is recommended the City Council consider adoption of Ordinance No. 2975, amending Title 13 (Public Services) relating to water, sewer and solid waste charges and payments.

DISCUSSION:

The proposed ordinance and staff report prepared for the introduction of this ordinance are available in the City Clerk's office.

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 2975.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager

PREPARED BY:
Jeanne Donaldson

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $285

Attachments

Ordinance No. 2975

ORDINANCE NO. 2975

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 13.12 OF THE REDLANDS MUNICIPAL CODE TO ENSURE COMPLIANCE WITH STATE REGULATIONS FOR WATER CHARGES DUE DATES, REFUNDS & ADJUSTMENTS, PREPAYMENT REQUIREMENTS, AND BILLING & DEPOSIT FOR SOLID WASTE SERVICES

WHEREAS, Ordinance No. 2975 would amend Section 13.12.025 (Alternative Payment Plans) of Chapter 13.12 (Water Charges) of the Redlands Municipal Code to modify the alternative payment plan procedures according to the provisions of Senate Bill 3 (2024)

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 13.12.025, entitled "Alternative Payment Plan," is hereby amended in the Redlands Municipal Code to read as follows:

"13.12.025: ALTERNATIVE PAYMENT PLAN:

A. The City shall offer an alternative payment plan to a water service customer under certain circumstances and under terms and conditions set by resolution of the city council. A customer shall be eligible for an alternative payment plan if all three (3) of the following circumstances are satisfied:

    1. The customer is willing to enter into an alternative payment schedule with respect to all delinquent charges.

    2. The customer is not currently in default on any other pre-existing alternative payment plan under this section.

    3. The customer has not been in default on their municipal services account for longer than sixty (60) days

B. The customer must comply with the payment plan and remain current as charges accrue in each subsequent billing period. The customer may not request further payment plans for any subsequent unpaid charges while paying delinquent charges pursuant to a payment plan. Where the customer fails to comply with the terms of the payment plan for sixty (60) days or more, meaning that the full agreed upon payment is not made toward

the unpaid delinquent balance on his or her account, the City may discontinue water service per Section 13.12.020 C to the extent authorized by law.

SECTION 2. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 3. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City and thereafter this ordinance shall take effect as provided by law.

ATTEST:

Mario Saucedo, Mayor

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the 4th day of February, 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 4.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2974 amending Section 2.48.040 of Chapter 2.48 of the Redlands Municipal Code relating to the Traffic and Parking Commission (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Ordinance No. 2974.

RECOMMENDATION:

It is recommended the City Council consider adoption of Ordinance No. 2974, amending Section 2.48.040 of Chapter 2.48 of the Redlands Municipal Code relating to the Traffic and Parking Commission.

DISCUSSION:

The proposed ordinance and staff report prepared for the introduction of this ordinance are available in the City Clerk's office.

ALTERNATIVES:

The City Council may continue this matter to allow additional time to review Ordinance No. 2974.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $285

Attachments

Ordinance No. 2974

ORDINANCE NO. 2974

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING SECTION 2.48.040 OF CHAPTER 2.48 OF THE REDLANDS MUNICIPAL CODE RELATING TO THE TRAFFIC AND PARKING COMMISSION

Section 1. Section 2.48.040 of Chapter 2.48 of the Redlands Municipal Code, titled "TRAFFIC AND PARKING COMMISSION," is hereby amended to read as follows:

"2.48.040: DUTIES

It shall be the duty of the Traffic and Parking Commission to advise the City Engineer, Planning Commission, City Manager, and City Council, and to generally serve as a liaison between the general public and the City Council regarding traffic matters, including:

1. Receiving complaints relating to motorized and non-motorized traffic and parking matters and the enforcement of traffic regulations within public rights-of-way and parking facilities and to recommend ways and means of improving traffic conditions;

2. Reviewing and providing input for traffic reports, studies, and analyses prepared by City staff and consultants related to city-initiated public pedestrian, motorized and non-motorized transportation, and parking projects not subject to Planning Commission review;

3. Reviewing and making recommendations on city-initiated master plans, projects, and programs related to pedestrian, motorized, non-motorized, and mass transit facilities not subject to Planning Commission review; and

4. Advising the City Council with respect to on-street and public off-street parking, posting of speed limits, traffic calming alternatives, bicycle and pedestrian facilities, and traffic circulation.

The commission shall keep records of all of its acts and proceedings and shall submit all of its recommendations to the City Council and to the City Manager."

Section 2. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 3. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 4th day of February 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 5.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2978 establishing an exhaustion of administrative remedies procedure for challenges to fees, charges, and assessments (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Ordinance No. 2978.

RECOMMENDATION:

It is recommended the City Council consider adoption of Ordinance No. 2978, establishing an exhaustion of administrative remedies procedure for challenges to fees, charges, and assessments

DISCUSSION:

The proposed ordinance and staff report prepared for the introduction of this ordinance are available in the City Clerk's office.

ALTERNATIVES:

The Council may continue this matter to allow additional time to review Ordinance No. 2978.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $285

Attachments

Ordinance No. 2978

ORDINANCE NO. 2978

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING AN ADMINISTRATIVE REMEDIES PROCEDURE FOR CHALLENGES TO FEES, CHARGES, AND ASSESSMENTS

THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. AUTHORITY. This Ordinance is authorized by the City's authority under California Constitution, article XI, sections 7 (police power) and 9 (utility power) as well as Government Code section 53759.1.

Section 2. CODE AMENDMENT. Chapter 3.04 ("Fiscal Procedures") of Title 3 ("Revenue and Finance") of the Redlands Municipal Code is hereby amended to modify the table of contents and to add a new section 3.04.080 to read as follows:

"SECTION:

3.04.010: Contract Signing And Attestation
3.04.020: Bond Requirement Authority
3.04.030: Payments To The City
3.04.040: Unpaid Negotiable Instruments
3.04.050: Handling Charge
3.04.060: Nonnegotiable Instruments
3.04.070: Collection Charge
3.04.080: Exhaustion of Administrative Remedies for Challenges to Fees, Charges and Assessments on Real Property"

…

"3.04.080: EXHAUSTION OF ADMINISTRATIVE REMEDIES FOR CHALLENGES TO FEES, CHARGES, AND ASSESSMENTS ON REAL PROPERTY:

A. Scope. The duty to exhaust administrative remedies imposed by this section extends to:

   a. any fee or charge subject to articles XIII C or XIII D of the California Constitution,

   b. any assessment on real property levied by the City, and

   c. the methodology used to develop and levy such a fee, charge, or assessment.

B. "Hearing" as used in this section means the hearing referenced in paragraph 4 of subsection D of this section.

C. Duty to Exhaust Issues. No person may bring a judicial action or proceeding alleging noncompliance with the California Constitution or other applicable law for any new, increased, or extended fee, charge, or assessment levied by the City, unless that person submitted to the City Clerk a timely, written objection to that fee, charge, or assessment specifying the grounds for alleging noncompliance. The issues raised in any such action or proceeding shall be limited to those raised in such an objection unless a court finds the issue could not have been raised in such an objection by those exercising reasonable diligence.

D. Procedures. The City shall:

(1) Make available to the public any proposed fee, charge, or assessment to which this section is to apply no less than 45 days before the deadline for a ratepayer or assessed property owner to submit an objection pursuant to paragraph 4 of this subsection D.

(2) Post on its internet website a written basis for the fee, charge, or assessment, such as a cost of service analysis or an engineer's report, and include a link to the internet website in the written notice of the Hearing, including, but not limited to, a notice pursuant to subdivision (c) of Section 4 or paragraph (1) of subdivision (a) of Section 6 of Article XIII D of the California Constitution.

(3) Mail the written basis described in paragraph 2 of this subsection D to a ratepayer or property owner on request.

(4) Provide at least 45 days for a ratepayer or assessed property owner to review the proposed fee or assessment and to timely submit to the City Clerk a written objection to that fee, charge, or assessment that specifies the grounds for alleging noncompliance. Any objection shall be submitted before the end of the public comment portion of a Hearing on the rate, charge or assessment.

(5) Include in a written notice of the Hearing, a statement in bold-faced type of 12 points or larger that:

(A) All written objections must be submitted to the City Clerk by the end of public comment period at the Hearing and that a failure to timely object in writing bars any right to challenge that fee, charge, or assessment in court and that any such action will be limited to issues identified in such objections.

(B) All substantive and procedural requirements for submitting an objection to the proposed fee, charge, or assessment such as those specified for a property-related fee under California Constitution, article XIII D, section 6(a) or for an assessment on real property under California Constitution, article XIII D, section 4(e).

E. Council Consideration; City Responses. Before or during the Hearing, the City Council shall consider and the City shall respond in writing to, any timely written objections. The City Council may adjourn the Hearing to another date if necessary to respond to comments received after the agenda is posted for the meeting at which the Hearing occurs. The City's responses shall explain the substantive basis for retaining or altering the proposed fee, charge, or

assessment in response to written objections, including any reasons to reject requested amendments.

F. City Council Determinations. The City Council, in exercising its legislative discretion, shall determine whether:

(1) The written objections and the City's response warrant clarifications to the proposed fee, charge, or assessment.

(2) To reduce the proposed fee, charge or assessment.

(3) To further review the proposed fee, charge, or assessment before determining whether clarification or reduction is needed.

(4) To proceed with the Hearing, to continue it, or to abandon the proposal."

Section 3. The City Council finds that adoption of this Ordinance is exempt from CEQA because: (i) it is not a project within the meaning of Public Resources Code, section 21065 because it has no potential to alter the physical environment; (ii) and pursuant to CEQA Guidelines section 15061(b)(3), the so-called "common sense" exemption, for this same reason.

Section 4. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 5. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 4th day of February 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____

Jeanne Donaldson City Clerk

City Council Meeting **I. 6.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Agreement with the University of Redlands to participate in the 2024-25 Work-Study Program (Human Resources/Risk Management Director Meteau)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to approve the agreement with the University of Redlands to participate in the 2024-25 Work-Study Program.

RECOMMENDATION:

Staff recommends the City Council approve the University of Redlands Work-Study Program agreement as it provides a valuable opportunity for college students to learn about municipal government careers while providing supplemental staffing to multiple City departments.

DISCUSSION:

The University of Redlands Work-Study Program is designed to provide eligible students with the opportunity to earn money to help defray their educational costs, while gaining practical work experience. The City of Redlands has been engaging student interns in the past to perform a variety of tasks and supplement the work force in several City departments, including Development Services, Fire, Emergency Management, Library, Police, FCS and the City Manager's Office. The University of Redlands agrees to reimburse the City 60% of a minimum program wage of $16.00 per hour up to the limit of the student's financial aid work award. The attached letter of agreement is for participation in the 2024-25 academic year, which will run from September 2024 to mid-May 2025.

ALTERNATIVES:

City Council may choose not to approve the Work-Study Program Letter of Agreement.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Robert J. Meteau Jr., Human Resources/Risk Management Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich-Garcia, City Attorney
Janice McConnell, Assistant City Manager

Fiscal Impact

Fiscal Year: 2024-25
Discussion:

Departments with sufficient funding can request placement of work study students at a cost of 40% of the applicable wage earned by the student. The University of Redlands will provide funding for the remaining 60%.

Attachments

University of Redlands Work Study Contract

OFF-CAMPUS WORK STUDY PROGRAM LETTER OF AGREEMENT

This Letter of Agreement (the "Agreement") covers an Off-Campus Employer's Participation in the University of Redlands Work Study Program ("Program").

This Agreement forms the basis of understanding between the University of Redlands (hereinafter known as the "University") and the Employing Organization specified below (hereinafter known as the "Employer") in order to delineate the responsibilities and obligations of each party to this Agreement.

Name of Employer: City of Redlands

State Tax Number: [redacted]

Address: P.O. Box 3005, 35 Cajon Street, Suite 200, Redlands, CA 92373

ARTICLE I - GENERAL PROVISIONS

The University agrees:

1. To determine the Employer's eligibility to participate in the Program.
2. To review the Work Study positions offered and determine whether they are appropriate for students.
3. To screen and refer only eligible students to Employer.
4. To provide the Employer and each work study applicant for a Work Study position with adequate information to facilitate proper placement.
5. To reimburse the Employer **60%** of a minimum Program wage of **$16.50** per hour up to the limit of the student's financial aid work award **(gross earnings)** for Work Study positions. The University will inform the Employer of each work study student's total financial aid work award at the beginning of each placement. The University will also monitor each work study student's gross earnings against their total financial aid work award, on a periodic basis, to ensure that they do not exceed their limit. The University will inform the Employer when any work study student's gross earnings are within 75% of their work award limit.
6. To reimburse the Employer within 30 days of the date claim for reimbursement is received by the University.
7. To notify the Employer of any work study student who may become ineligible to participate in the Program.

The Employer agrees:

1. To comply with all Program requirements as stated in this Agreement and the University's Off-campus program guidelines.
2. To utilize, to the extent the Employer is able, the services of qualified work study students referred by the University, who are eligible to participate in the Program.

3. To submit a completed Employer Position Description Form, which details the following information:

    a. The total number of positions available;
    b. A job description, including the suggested rate of pay;
    c. The skills required of the prospective Work Study Employee;
    d. Desired work schedule (days and hours per week).
4. To interview prospective work study students, if desired, following the execution of this Agreement.
5. That the Employer shall not discriminate among work study applicants on the basis of race, color, sex, religion, or national origin, or subject any applicant to any other discriminatory practices prohibited by state or federal law.
6. That the Employer shall assure that each Work Study position meets the following conditions:
    a. **The hours of employment shall not exceed a maximum of 12 hours per week while classes are in session**. Note: Most work study students are limited to an average of 10 hours per week by the amount of their work award. Final exam periods and recognized school breaks are considered "No-Work" periods for students. *Note: Exceptions must be cleared with the University's Student Employment Office.*
    b. To record and maintain and provide the University with an accurate accounting of hours worked and wages earned on Student Time Sheets and Compensation Forms provided by the University;

c. The total **gross** compensation received by each work study student shall not exceed the total amount authorized by the University. If the Employer permits a work study student to earn monies in excess of the amount for which the work study student is eligible, the Employer is not eligible for any reimbursement of any portion of the excess earnings;
d. The work performed by work study students shall not displace employees or replace regular employees who are on strike; involve any partisan or nonpartisan political activity associated with a party in an election for public or party office; benefit primarily members of a limited membership organization such as a credit union, a fraternal or religious order; involve work for an elected official as a political aide or work for an elected official; or involve the construction, operation, or maintenance of any part of a facility used, or to be used, for sectarian instruction of religious worship.
e. To provide the work study student with reasonable training and supervision to adequately perform the work. **In addition, the Employer agrees to educate work study students about on-the- job safety and proper reporting procedures**. The Employer shall notify the University of any injuries sustained by the work study student(s) during the course of their duties.

7. That the Employer for the purposes of this Agreement further agrees to:
   a. Complete the appropriate INS Form I-9 and W-4 Tax Forms for each work study student hired;
   b. Pay directly to work study students their total earned compensation, less appropriate deductions;
   c. Assume the cost of any employee benefits, including any contribution due under the State of California Workers' Compensation laws, Federal Social Security laws, and other applicable laws;
   d. Submit to the University's Student Employment Office all required payroll information on Student Time Sheets and Compensation Forms to claim reimbursement;
   e. Claim reimbursement only for wages:
      i. paid to work study students certified as eligible by the University; and that do not represent hours of work in excess of the maximum number of hours subject to reimbursement under this Agreement; or for commission, bonuses, or other special compensation paid to the student; or for wages earned or paid but not reported to the University within 45 days; and
      ii. for actual hours worked by the work study student. Program compensation shall not include payment for vacation time, holiday pay, sick leave, union dues, jury duty, etc.
   f. Make payroll records for work study students, paid under the Program, available to authorized University staff for audit purposes.
   g. Provide a brief written evaluation, on a form provided by the University, of the performance of each work study student on an annual basis or upon termination of employment.
8. To notify the University of any change affecting the work study student's employment. The University should be notified if a work study student is not performing satisfactorily or if other adjustments are necessary to affect a better working relationship.
9. To comply with SB 1343, California Fair Employment and Housing Act makes specified employment practices unlawful, requiring employers to provide online Harassment and Prevention training to employees. Non-supervisory work study students should receive 1 hour of training and supervisory work study students employees should receive 2 hours of training. Training is required within 6 months of hire date and renewed every two years.
10. The University of Redlands assumes no liability for work study students employed at any off-campus work study location.

ARTICLE II – TERMINATION

1. This Agreement shall be subject to the availability of University funds for the Program and the employment needs of Employer.
2. This Agreement may be amended upon mutual written consent of the Employer and the University.
3. This Agreement may be terminated by either party if there is failure by the other party to comply with the provisions of this Agreement, but only if failure remains uncured thirty (30) days after written notice.
4. This Agreement will remain in effect until terminated on 30 days written notice by either party.

ARTICLE III – INDEMNIFICATION

The Employer agrees to defend, indemnify and hold harmless the University, its officers, agents and employees, from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of this agreement, but only in proportion to and the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Employer, its officers, agents or employees.

The University shall defend, indemnify, and hold harmless the Employer, its officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, agents, or employees.

ARTICLE IV – INSURANCE

The Employer agrees that its general liability insurance and worker's compensation policies, which has been obtained at its sole cost and expense and which Employer represents meets minimum statutory requirements, will cover University work study students in connection with their employment with Employer.

A certificate of insurance is required which names the University of Redlands and its trustees, officers, officials, employees, students and volunteers as Additional Insureds to the General Liability and/or Automobile Liability (as applicable) on a primary, non-contributory basis. Corresponding Endorsement should be attached to the certificate of insurance.

For more information or questions, contact the University's Director, Student Employment by calling (909) 748-8240 or writing.

Correspondence should be sent to:

University of Redlands
Attn: Student Employment Office
1200 East Colton Avenue Redlands,
CA 92373

PROVISIONS FOR SIGNATURES BELOW

University of Redlands Representative Name:

Professional Title:

Signature:

Date:

Employer Representative Name:

Mario Saucedo

Title: Mayor

Signature:

Date:

ATTEST:

City Clerk

City Council Meeting **I. 7.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Salary Resolution No. 8662 establishing a Salary Schedule and Compensation Plan for City Employees and rescinding Resolution No. 8650 (Human Resources/Risk Management Director Meteau)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8662 establishing a Salary Schedule and Compensation Plan for City Employees and rescinding Resolution No. 8650.

RECOMMENDATION:

Staff recommends that City Council approve Salary Resolution No. 8662 establishing a Salary Schedule and Compensation Plan for City Employees and rescind Resolution No. 8650.

DISCUSSION:

Resolution No. 8662 incorporates a salary adjustment for the following classification.

MUED - Salary adjustment to Water Distribution Crewleader position. The Water Distribution Crewleader position has become increasingly difficult to fill due to challenges in attracting qualified candidates in a competitive labor market. The salary adjustment from T61 to T83 (refer to attached Range Tables) will align the Water Distribution Crewleader salary with comparable positions at municipalities and water agencies.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Robert Meteau Jr., Human Resources and Risk Management Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Kisha McDonald, Human Resources Manager

Fiscal Impact

Discussion:

The Crewleader salary increase will be funded through the approved Municipal Utilities and Engineering Department (MUED) budget. The proposed adjustment is expected to result in a fiscal impact ranging from $63,244 to $80,768.

Attachments

Range Tables 24-25

Salary Resolution No. 8662

Employee Units Included:
Teamsters

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T5	NE	HOURLY	17.793	18.683	19.617	20.598	21.628	22.277	22.722
		MONTHLY	3084	3238	3400	3570	**3749**	3861	3939
		ANNUAL	37010	38861	40804	42844	44986	46336	47262
T6	NE	HOURLY	17.971	18.870	19.813	20.804	21.844	22.500	22.949
		MONTHLY	3115	3271	3434	3606	**3786**	3900	3978
		ANNUAL	37380	39249	41212	43272	45436	46799	47735
T7	NE	HOURLY	18.151	19.059	20.011	21.012	22.063	22.725	23.179
		MONTHLY	3146	3303	3469	3642	**3824**	3939	4018
		ANNUAL	37754	39642	41624	43705	45890	47267	48212
T8	NE	HOURLY	18.332	19.249	20.212	21.222	22.283	22.952	23.411
		MONTHLY	3178	3337	3503	3679	**3862**	3978	4058
		ANNUAL	38132	40038	42040	44142	46349	47740	48694
T9	NE	HOURLY	18.516	19.442	20.414	21.434	22.506	23.181	23.645
		MONTHLY	3209	3370	3538	3715	**3901**	4018	4098
		ANNUAL	38513	40439	42460	44583	46813	48217	49181
T10	NE	HOURLY	18.701	19.636	20.618	21.649	22.731	23.413	23.881
		MONTHLY	3242	3404	3574	3752	**3940**	4058	4139
		ANNUAL	38898	40843	42885	45029	47281	48699	49673
T11	NE	HOURLY	18.888	19.832	20.824	21.865	22.958	23.647	24.120
		MONTHLY	3274	3438	3609	3790	**3979**	4099	4181
		ANNUAL	39287	41251	43314	45480	47754	49186	50170
T12	NE	HOURLY	19.077	20.031	21.032	22.084	23.188	23.884	24.361
		MONTHLY	3307	3472	3646	3828	**4019**	4140	4223
		ANNUAL	39680	41664	43747	45934	48231	49678	50672
T13	NE	HOURLY	19.268	20.231	21.243	22.305	23.420	24.123	24.605
		MONTHLY	3340	3507	3682	3866	**4059**	4181	4265
		ANNUAL	40077	42080	44185	46394	48713	50175	51178
T14	NE	HOURLY	19.460	20.433	21.455	22.528	23.654	24.364	24.851
		MONTHLY	3373	3542	3719	3905	**4100**	4223	4308
		ANNUAL	40477	42501	44626	46858	49201	50677	51690
T15	NE	HOURLY	19.655	20.638	21.670	22.753	23.891	24.607	25.100
		MONTHLY	3407	3577	3756	3944	**4141**	4265	4351
		ANNUAL	40882	42926	45073	47326	49693	51183	52207
T16	NE	HOURLY	19.851	20.844	21.886	22.981	24.130	24.853	25.351
		MONTHLY	3441	3613	3794	3983	**4182**	4308	4394
		ANNUAL	41291	43356	45523	47800	50189	51695	52729
T17	NE	HOURLY	20.050	21.052	22.105	23.210	24.371	25.102	25.604
		MONTHLY	3475	3649	3832	4023	**4224**	4351	4438
		ANNUAL	41704	43789	45979	48278	50691	52212	53256

Effective: July 2024

*Due to rounding, salary schedules are a close approximation of actual salary

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T18	NE	HOURLY	20.250	21.263	22.326	23.442	24.615	25.845	27.138
		MONTHLY	3510	3686	3870	4063	**4267**	4480	4704
		ANNUAL	42121	44227	46438	48760	51198	53758	56446
T19	NE	HOURLY	20.453	21.476	22.549	23.677	24.861	25.607	26.119
		MONTHLY	3545	3722	3909	4104	**4309**	4438	4527
		ANNUAL	42542	44669	46903	49248	51710	53262	54327
T20	NE	HOURLY	20.658	21.690	22.775	23.914	25.109	25.863	26.380
		MONTHLY	3581	3760	3948	4145	**4352**	4483	4573
		ANNUAL	42968	45116	47372	49740	52227	53794	54870
T21	NE	HOURLY	20.864	21.907	23.003	24.153	25.360	26.121	26.644
		MONTHLY	3616	3797	3987	4186	**4396**	4528	4618
		ANNUAL	43397	45567	47846	50238	52750	54332	55419
T22	NE	HOURLY	21.073	22.126	23.233	24.394	25.614	26.382	26.910
		MONTHLY	3653	3835	4027	4228	**4440**	4573	4664
		ANNUAL	43831	46023	48324	50740	53277	54875	55973
T23	NE	HOURLY	21.283	22.348	23.465	24.638	25.870	26.646	27.179
		MONTHLY	3689	3874	4067	4271	**4484**	4619	4711
		ANNUAL	44270	46483	48807	51248	53810	55424	56533
T24	NE	HOURLY	21.496	22.571	23.700	24.885	26.129	26.913	27.451
		MONTHLY	3726	3912	4108	4313	**4529**	4665	4758
		ANNUAL	44712	46948	49295	51760	54348	55978	57098
T25	NE	HOURLY	21.711	22.797	23.937	25.133	26.390	27.182	27.725
		MONTHLY	3763	3951	4149	4356	**4574**	4712	4806
		ANNUAL	45159	47417	49788	52278	54892	56538	57669
T26	NE	HOURLY	21.928	23.025	24.176	25.385	26.654	27.454	28.003
		MONTHLY	3801	3991	4191	4400	**4620**	4759	4854
		ANNUAL	45611	47892	50286	52800	55440	57104	58246
T27	NE	HOURLY	22.148	23.255	24.418	25.639	26.921	27.728	28.283
		MONTHLY	3839	4031	4232	4444	**4666**	4806	4902
		ANNUAL	46067	48370	50789	53328	55995	57675	58828
T28	NE	HOURLY	22.369	23.488	24.662	25.895	27.190	28.005	28.566
		MONTHLY	3877	4071	4275	4488	**4713**	4854	4951
		ANNUAL	46528	48854	51297	53862	56555	58251	59416
T29	NE	HOURLY	22.593	23.722	24.909	26.154	27.462	28.286	28.851
		MONTHLY	3916	4112	4317	4533	**4760**	4903	5001
		ANNUAL	46993	49343	51810	54400	57120	58834	60011
T30	NE	HOURLY	22.819	23.960	25.158	26.416	27.736	28.568	29.140
		MONTHLY	3955	4153	4361	4579	**4808**	4952	5051
		ANNUAL	47463	49836	52328	54944	57692	59422	60611

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T31	NE	HOURLY	23.047	24.199	25.409	26.680	28.014	28.854	29.431
		MONTHLY	3995	4195	4404	4624	**4856**	5001	5101
		ANNUAL	47938	50334	52851	55494	58268	60017	61217
T32	NE	HOURLY	23.277	24.441	25.663	26.946	28.294	29.143	29.725
		MONTHLY	4035	4236	4448	4671	**4904**	5051	5152
		ANNUAL	48417	50838	53380	56049	58851	60617	61829
T33	NE	HOURLY	23.510	24.686	25.920	27.216	28.577	29.434	30.023
		MONTHLY	4075	4279	4493	4717	**4953**	5102	5204
		ANNUAL	48901	51346	53914	56609	59440	61223	62447
T34	NE	HOURLY	23.745	24.933	26.179	27.488	28.863	29.728	30.323
		MONTHLY	4116	4322	4538	4765	**5003**	5153	5256
		ANNUAL	49390	51860	54453	57175	60034	61835	63072
T35	NE	HOURLY	23.983	25.182	26.441	27.763	29.151	30.026	30.626
		MONTHLY	4157	4365	4583	4812	**5053**	5204	5309
		ANNUAL	49884	52378	54997	57747	60634	62453	63702
T36	NE	HOURLY	24.223	25.434	26.705	28.041	29.443	30.326	30.932
		MONTHLY	4199	4409	4629	4860	**5103**	5256	5362
		ANNUAL	50383	52902	55547	58325	61241	63078	64340
T37	NE	HOURLY	24.465	25.688	26.972	28.321	29.737	30.629	31.242
		MONTHLY	4241	4453	4675	4909	**5154**	5309	5415
		ANNUAL	50887	53431	56103	58908	61853	63709	64983
T38	NE	HOURLY	24.709	25.945	27.242	28.604	30.034	30.935	31.554
		MONTHLY	4283	4497	4722	4958	**5206**	5362	5469
		ANNUAL	51396	53965	56664	59497	62472	64346	65633
T39	NE	HOURLY	24.957	26.204	27.515	28.890	30.335	31.245	31.870
		MONTHLY	4326	4542	4769	5008	**5258**	5416	5524
		ANNUAL	51910	54505	57230	60092	63096	64989	66289
T40	NE	HOURLY	25.206	26.466	27.790	29.179	30.638	31.557	32.188
		MONTHLY	4369	4588	4817	5058	**5311**	5470	5579
		ANNUAL	52429	55050	57803	60693	63727	65639	66952
T41	NE	HOURLY	25.458	26.731	28.068	29.471	30.945	31.873	32.510
		MONTHLY	4413	4633	4865	5108	**5364**	5525	5635
		ANNUAL	52953	55601	58381	61300	64365	66296	67621
T42	NE	HOURLY	25.713	26.998	28.348	29.766	31.254	32.192	32.835
		MONTHLY	4457	4680	4914	5159	**5417**	5580	5691
		ANNUAL	53482	56157	58964	61913	65008	66959	68298
T43	NE	HOURLY	25.970	27.268	28.632	30.063	31.567	32.514	33.164
		MONTHLY	4501	4727	4963	5211	**5472**	5636	5748
		ANNUAL	54017	56718	59554	62532	65658	67628	68981

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T44	NE	HOURLY	26.230	27.541	28.918	30.364	31.882	32.839	33.495
		MONTHLY	4546	4774	5012	5263	**5526**	5692	5806
		ANNUAL	54557	57285	60150	63157	66315	68304	69670
T45	NE	HOURLY	26.492	27.816	29.207	30.668	32.201	33.167	33.830
		MONTHLY	4592	4822	5063	5316	**5582**	5749	5864
		ANNUAL	55103	57858	60751	63789	66978	68987	70367
T46	NE	HOURLY	26.757	28.095	29.499	30.974	32.523	33.499	34.169
		MONTHLY	4638	4870	5113	5369	**5637**	5806	5923
		ANNUAL	55654	58437	61359	64427	67648	69677	71071
T47	NE	HOURLY	27.024	28.376	29.794	31.284	32.848	33.834	34.510
		MONTHLY	4684	4918	5164	5423	**5694**	5865	5982
		ANNUAL	56211	59021	61972	65071	68324	70374	71782
T48	NE	HOURLY	27.295	28.659	30.092	31.597	33.177	34.172	34.855
		MONTHLY	4731	4968	5216	5477	**5751**	5923	6042
		ANNUAL	56773	59611	62592	65722	69008	71078	72499
T49	NE	HOURLY	27.568	28.946	30.393	31.913	33.508	34.514	35.204
		MONTHLY	4778	5017	5268	5532	**5808**	5982	6102
		ANNUAL	57340	60207	63218	66379	69698	71789	73224
T50	NE	HOURLY	27.843	29.235	30.697	32.232	33.844	34.859	35.556
		MONTHLY	4826	5067	5321	5587	**5866**	6042	6163
		ANNUAL	57914	60810	63850	67043	70395	72506	73957
T51	NE	HOURLY	28.122	29.528	31.004	32.554	34.182	35.207	35.912
		MONTHLY	4874	5118	5374	5643	**5925**	6103	6225
		ANNUAL	58493	61418	64489	67713	71099	73232	74696
T52	NE	HOURLY	28.403	29.823	31.314	32.880	34.524	35.560	36.271
		MONTHLY	4923	5169	5428	5699	**5984**	6164	6287
		ANNUAL	59078	62032	65133	68390	71810	73964	75443
T53	NE	HOURLY	28.687	30.121	31.627	33.209	34.869	35.915	36.633
		MONTHLY	4972	5221	5482	5756	**6044**	6225	6350
		ANNUAL	59669	62652	65785	69074	72528	74703	76198
T54	NE	HOURLY	28.974	30.422	31.944	33.541	35.218	36.274	37.000
		MONTHLY	5022	5273	5537	5814	**6104**	6288	6413
		ANNUAL	60265	63279	66443	69765	73253	75451	76960
T55	NE	HOURLY	29.263	30.727	32.263	33.876	35.570	36.637	37.370
		MONTHLY	5072	5326	5592	5872	**6165**	6350	6477
		ANNUAL	60868	63911	67107	70462	73985	76205	77729
T56	NE	HOURLY	29.556	31.034	32.586	34.215	35.926	37.003	37.743
		MONTHLY	5123	5379	5648	5931	**6227**	6414	6542
		ANNUAL	61477	64551	67778	71167	74725	76967	78506

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T57	NE	HOURLY	29.852	31.344	32.911	34.557	36.285	37.373	38.121
		MONTHLY	5174	5433	5705	5990	**6289**	6478	6608
		ANNUAL	62091	65196	68456	71879	75473	77737	79291
T58	NE	HOURLY	30.150	31.658	33.241	34.903	36.648	37.747	38.502
		MONTHLY	5226	5487	5762	6050	**6352**	6543	6674
		ANNUAL	62712	65848	69140	72597	76227	78514	80084
T59	NE	HOURLY	30.452	31.974	33.573	35.252	37.014	38.125	38.887
		MONTHLY	5278	5542	5819	6110	**6416**	6608	6740
		ANNUAL	63340	66506	69832	73323	76990	79299	80885
T60	NE	HOURLY	30.756	32.294	33.909	35.604	37.384	38.506	39.276
		MONTHLY	5331	5598	5878	6171	**6480**	6674	6808
		ANNUAL	63973	67172	70530	74057	77759	80092	81694
T61	NE	HOURLY	31.064	32.617	34.248	35.960	37.758	38.891	39.669
		MONTHLY	5384	5654	5936	6233	**6545**	6741	6876
		ANNUAL	64613	67843	71235	74797	78537	80893	82511
T62	NE	HOURLY	31.374	32.943	34.590	36.320	38.136	39.280	40.065
		MONTHLY	5438	5710	5996	6295	**6610**	6809	6945
		ANNUAL	65259	68522	71948	75545	79322	81702	83336
T63	NE	HOURLY	31.688	33.273	34.936	36.683	38.517	39.673	40.466
		MONTHLY	5493	5767	6056	6358	**6676**	6877	7014
		ANNUAL	65911	69207	72667	76301	80116	82519	84170
T64	NE	HOURLY	32.005	33.605	35.286	37.050	38.902	40.069	40.871
		MONTHLY	5548	5825	6116	6422	**6743**	6945	7084
T65	NE	HOURLY	32.325	33.941	35.638	37.420	39.291	40.470	41.279
		MONTHLY	5603	5883	6177	6486	**6810**	7015	7155
		ANNUAL	67236	70598	74128	77834	81726	84178	85861
T66	NE	HOURLY	32.648	34.281	35.995	37.795	39.684	40.875	41.692
		MONTHLY	5659	5942	6239	6551	**6879**	7085	7227
		ANNUAL	67909	71304	74869	78613	82543	85020	86720
T67	NE	HOURLY	32.975	34.624	36.355	38.172	40.081	41.284	42.109
		MONTHLY	5716	6001	6301	6617	**6947**	7156	7299
		ANNUAL	68588	72017	75618	79399	83369	85870	87587
T68	NE	HOURLY	33.305	34.970	36.718	38.554	40.482	41.696	42.530
		MONTHLY	5773	6061	6365	6683	**7017**	7227	7372
		ANNUAL	69273	72737	76374	80193	84202	86728	88463
T69	NE	HOURLY	33.638	35.319	37.085	38.940	40.887	42.113	42.956
		MONTHLY	5831	6122	6428	6750	**7087**	7300	7446
		ANNUAL	69966	73465	77138	80995	85044	87596	89348

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T70	NE	HOURLY	33.974	35.673	37.456	39.329	41.296	42.534	43.385
		MONTHLY	5889	6183	6492	6817	**7158**	7373	7520
		ANNUAL	70666	74199	77909	81805	85895	88472	90241
T71	NE	HOURLY	34.314	36.029	37.831	39.722	41.709	42.960	43.819
		MONTHLY	5948	6245	6557	6885	**7229**	7446	7595
		ANNUAL	71373	74941	78688	82623	86754	89356	91144
T72	NE	HOURLY	34.657	36.390	38.209	40.120	42.126	43.389	44.257
		MONTHLY	6007	6308	6623	6954	**7302**	7521	7671
		ANNUAL	72086	75691	79475	83449	87621	90250	92055
T73	NE	HOURLY	35.003	36.754	38.591	40.521	42.547	43.823	44.700
		MONTHLY	6067	6371	6689	7024	**7375**	7596	7748
		ANNUAL	72807	76447	80270	84283	88498	91152	92976
T74	NE	HOURLY	35.353	37.121	38.977	40.926	42.972	44.262	45.147
		MONTHLY	6128	6434	6756	7094	**7449**	7672	7825
		ANNUAL	73535	77212	81073	85126	89383	92064	93905
T75	NE	HOURLY	35.707	37.492	39.367	41.335	43.402	44.704	45.598
		MONTHLY	6189	6499	6824	7165	**7523**	7749	7904
		ANNUAL	74271	77984	81883	85977	90276	92985	94844
T76	NE	HOURLY	36.064	37.867	39.761	41.749	43.836	45.151	46.054
		MONTHLY	6251	6564	6892	7236	**7598**	7826	7983
		ANNUAL	75013	78764	82702	86837	91179	93914	95793
T77	NE	HOURLY	36.425	38.246	40.158	42.166	44.274	45.603	46.515
		MONTHLY	6314	6629	6961	7309	**7674**	7904	8063
		ANNUAL	75763	79552	83529	87706	92091	94854	96751
T78	NE	HOURLY	36.789	38.628	40.560	42.588	44.717	46.059	46.980
		MONTHLY	6377	6696	7030	7382	**7751**	7984	8143
		ANNUAL	76521	80347	84364	88583	93012	95802	97718
T79	NE	HOURLY	37.157	39.015	40.965	43.014	45.164	46.519	47.450
		MONTHLY	6441	6763	7101	7456	**7828**	8063	8225
		ANNUAL	77286	81151	85208	89468	93942	96760	98695
T80	NE	HOURLY	37.528	39.405	41.375	43.444	45.616	46.985	47.924
		MONTHLY	6505	6830	7172	7530	**7907**	8144	8307
		ANNUAL	78059	81962	86060	90363	94881	97728	99682
T81	NE	HOURLY	37.904	39.799	41.789	43.878	46.072	47.454	48.403
		MONTHLY	6570	6898	7243	7606	**7986**	8225	8390
		ANNUAL	78840	82782	86921	91267	95830	98705	100679
T82	NE	HOURLY	38.283	40.197	42.207	44.317	46.533	47.929	48.887
		MONTHLY	6636	6967	7316	7682	**8066**	8308	8474
		ANNUAL	79628	83610	87790	92179	96788	99692	101686

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T83	NE	HOURLY	38.666	40.599	42.629	44.760	46.998	48.408	49.376
		MONTHLY	6702	7037	7389	7758	**8146**	8391	8559
		ANNUAL	80424	84446	88668	93101	97756	100689	102703
T84	NE	HOURLY	39.052	41.005	43.055	45.208	47.468	48.892	49.870
		MONTHLY	6769	7108	7463	7836	**8228**	8475	8644
		ANNUAL	81229	85290	89555	94032	98734	101696	103730
T85	NE	HOURLY	39.443	41.415	43.486	45.660	47.943	49.381	50.369
		MONTHLY	6837	7179	7538	7914	**8310**	8559	8731
		ANNUAL	82041	86143	90450	94973	99721	102713	104767
T86	NE	HOURLY	39.837	41.829	43.920	46.117	48.422	49.875	50.873
		MONTHLY	6905	7250	7613	7994	**8393**	8645	8818
		ANNUAL	82861	87004	91355	95922	100718	103740	105815
T87	NE	HOURLY	40.236	42.247	44.360	46.578	48.907	50.374	51.381
		MONTHLY	6974	7323	7689	8073	**8477**	8731	8906
		ANNUAL	83690	87874	92268	96882	101726	104777	106873
T88	NE	HOURLY	40.638	42.670	44.803	47.043	49.396	50.877	51.895
		MONTHLY	7044	7396	7766	8154	**8562**	8819	8995
		ANNUAL	84527	88753	93191	97850	102743	105825	107942
T89	NE	HOURLY	41.044	43.096	45.251	47.514	49.890	51.386	52.414
		MONTHLY	7114	7470	7844	8236	**8648**	8907	9085
		ANNUAL	85372	89641	94123	98829	103770	106883	109021
T90	NE	HOURLY	41.455	43.527	45.704	47.989	50.388	51.900	52.938
		MONTHLY	7185	7545	7922	8318	**8734**	8996	9176
		ANNUAL	86226	90537	95064	99817	104808	107952	110111
T91	NE	HOURLY	41.869	43.963	46.161	48.469	50.892	52.419	53.468
		MONTHLY	7257	7620	8001	8401	**8821**	9086	9268
		ANNUAL	87088	91442	96015	100815	105856	109032	111212
T92	NE	HOURLY	42.288	44.402	46.622	48.954	51.401	52.943	54.002
		MONTHLY	7330	7696	8081	8485	**8910**	9177	9360
		ANNUAL	87959	92357	96975	101823	106915	110122	112325
T93	NE	HOURLY	42.711	44.846	47.089	49.443	51.915	53.473	54.542
		MONTHLY	7403	7773	8162	8570	**8999**	9269	9454
		ANNUAL	88839	93280	97944	102842	107984	111223	113448
T94	NE	HOURLY	43.138	45.295	47.560	49.938	52.434	54.007	55.088
		MONTHLY	7477	7851	8244	8656	**9089**	9361	9549
		ANNUAL	89727	94213	98924	103870	109064	112336	114582
T95	NE	HOURLY	43.569	45.748	48.035	50.437	52.959	54.548	55.639
		MONTHLY	7552	7930	8326	8742	**9180**	9455	9644
		ANNUAL	90624	95155	99913	104909	110154	113459	115728

Employee Units Included:
Teamsters

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T96	NE	HOURLY	44.005	46.205	48.516	50.941	53.488	56.163	57.286
		MONTHLY	7628	8009	8409	8830	**9271**	9735	9930
		ANNUAL	91530	96107	100912	105958	111256	116819	119155
T97	NE	HOURLY	44.445	46.667	49.001	51.451	54.023	55.644	56.757
		MONTHLY	7704	8089	8493	8918	**9364**	9645	9838
		ANNUAL	92446	97068	101921	107018	112368	115739	118054
T98	NE	HOURLY	44.890	47.134	49.491	51.965	54.563	56.200	57.324
		MONTHLY	7781	8170	8578	9007	**9458**	9741	9936
		ANNUAL	93370	98039	102941	108088	113492	116897	119235
T99	NE	HOURLY	45.338	47.605	49.986	52.485	55.109	56.762	57.898
		MONTHLY	7859	8252	8664	9097	**9552**	9839	10036
		ANNUAL	94304	99019	103970	109169	114627	118066	120427
T100	NE	HOURLY	45.792	48.081	50.485	53.010	55.660	57.330	58.477
		MONTHLY	7937	8334	8751	9188	**9648**	9937	10136
		ANNUAL	95247	100009	105010	110260	115773	119246	121631

Effective: July 2024

*Due to rounding, salary schedules are a close approximation of actual salary

Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS10	NE	HOURLY	17.752	18.639	19.571	20.550	21.577	22.224	22.669
		MONTHLY	3077	3231	3392	3562	**3740.04**	3852	3929
		ANNUAL	36923	38769	40708	42743	44880	46227	47151
CS11	NE	HOURLY	17.929	18.826	19.767	20.755	21.793	22.447	22.896
		MONTHLY	3108	3263	3426	3598	**3777**	3891	3969
		ANNUAL	37293	39157	41115	43171	45329	46689	47623
CS12	NE	HOURLY	18.108	19.014	19.964	20.963	22.011	22.671	23.125
		MONTHLY	3139	3296	3461	3634	**3815**	3930	4008
		ANNUAL	37665	39549	41526	43602	45783	47156	48099
CS13	NE	HOURLY	18.289	19.204	20.164	21.172	22.231	22.898	23.356
		MONTHLY	3170	3329	3495	3670	**3853**	3969	4048
		ANNUAL	38042	39944	41941	44038	46240	47628	48580
CS14	NE	HOURLY	18.472	19.396	20.366	21.384	22.453	23.127	23.589
		MONTHLY	3202	3362	3530	3707	**3892**	4009	4089
		ANNUAL	38423	40344	42361	44479	46703	48104	49066
CS15	NE	HOURLY	18.657	19.590	20.569	21.598	22.678	23.358	23.825
		MONTHLY	3234	3396	3565	3744	**3931**	4049	4130
		ANNUAL	38807	40747	42784	44924	47170	48585	49557
CS16	NE	HOURLY	18.844	19.786	20.775	21.814	22.905	23.592	24.064
		MONTHLY	3266	3430	3601	3781	**3970**	4089	4171
		ANNUAL	39195	41155	43212	45373	47642	49071	50052
CS17	NE	HOURLY	19.032	19.984	20.983	22.032	23.134	23.828	24.304
		MONTHLY	3299	3464	3637	3819	**4010**	4130	4213
		ANNUAL	39587	41566	43644	45827	48118	49561	50553
CS18	NE	HOURLY	19.222	20.184	21.193	22.252	23.365	24.066	24.547
		MONTHLY	3332	3498	3673	3857	**4050**	4171	4255
		ANNUAL	39983	41982	44081	46285	48599	50057	51058
CS19	NE	HOURLY	19.415	20.385	21.405	22.475	23.599	24.307	24.793
		MONTHLY	3365	3533	3710	3896	**4090**	4213	4297
		ANNUAL	40382	42402	44522	46748	49085	50558	51569
CS20	NE	HOURLY	19.609	20.589	21.619	22.700	23.835	24.550	25.041
		MONTHLY	3399	3569	3747	3935	**4131**	4255	4340
		ANNUAL	40786	42826	44967	47215	49576	51063	52085
CS21	NE	HOURLY	19.805	20.795	21.835	22.927	24.073	24.795	25.291
		MONTHLY	3433	3604	3785	3974	**4173**	4298	4384
		ANNUAL	41194	43254	45417	47687	50072	51574	52605
CS22	NE	HOURLY	20.003	21.003	22.053	23.156	24.314	25.043	25.544
		MONTHLY	3467	3641	3823	4014	**4214**	4341	4428
		ANNUAL	41606	43686	45871	48164	50572	52090	53131

Effective July 2024

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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS23	NE	HOURLY	20.203	21.213	22.274	23.387	24.557	25.294	25.799
		MONTHLY	3502	3677	3861	4054	**4257**	4384	4472
		ANNUAL	42022	44123	46329	48646	51078	52611	53663
CS24	NE	HOURLY	20.405	21.425	22.496	23.621	24.802	25.546	26.057
		MONTHLY	3537	3714	3899	4094	**4299**	4428	4517
		ANNUAL	42442	44564	46793	49132	51589	53137	54199
CS25	NE	HOURLY	20.609	21.639	22.721	23.858	25.050	25.802	26.318
		MONTHLY	3572	3751	3938	4135	**4342**	4472	4562
		ANNUAL	42867	45010	47261	49624	52105	53668	54741
CS26	NE	HOURLY	20.815	21.856	22.949	24.096	25.301	26.060	26.581
		MONTHLY	3608	3788	3978	4177	**4385**	4517	4607
		ANNUAL	43295	45460	47733	50120	52626	54205	55289
CS27	NE	HOURLY	21.023	22.074	23.178	24.337	25.554	26.321	26.847
		MONTHLY	3644	3826	4018	4218	**4429**	4562	4653
		ANNUAL	43728	45915	48211	50621	53152	54747	55842
CS28	NE	HOURLY	21.234	22.295	23.410	24.580	25.809	26.584	27.115
		MONTHLY	3680	3864	4058	4261	**4474**	4608	4700
		ANNUAL	44166	46374	48693	51127	53684	55294	56400
CS29	NE	HOURLY	21.446	22.518	23.644	24.826	26.068	26.850	27.387
		MONTHLY	3717	3903	4098	4303	**4518**	4654	4747
		ANNUAL	44607	46838	49180	51639	54221	55847	56964
CS30	NE	HOURLY	21.660	22.743	23.880	25.075	26.328	27.118	27.660
		MONTHLY	3754	3942	4139	4346	**4564**	4700	4794
		ANNUAL	45053	47306	49671	52155	54763	56406	57534
CS31	NE	HOURLY	21.877	22.971	24.119	25.325	26.592	27.389	27.937
		MONTHLY	3792	3982	4181	4390	**4609**	4747	4842
		ANNUAL	45504	47779	50168	52677	55310	56970	58109
CS32	NE	HOURLY	22.096	23.200	24.360	25.579	26.857	27.663	28.216
		MONTHLY	3830	4021	4222	4434	**4655**	4795	4891
		ANNUAL	45959	48257	50670	53203	55863	57539	58690
CS33	NE	HOURLY	22.317	23.432	24.604	25.834	27.126	27.940	28.499
		MONTHLY	3868	4062	4265	4478	**4702**	4843	4940
		ANNUAL	46419	48740	51176	53735	56422	58115	59277
CS34	NE	HOURLY	22.540	23.667	24.850	26.093	27.397	28.219	28.784
		MONTHLY	3907	4102	4307	4523	**4749**	4891	4989
		ANNUAL	46883	49227	51688	54273	56986	58696	59870
CS35	NE	HOURLY	22.765	23.903	25.099	26.354	27.671	28.501	29.071
		MONTHLY	3946	4143	4350	4568	**4796**	4940	5039
		ANNUAL	47352	49719	52205	54815	57556	59283	60469

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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS36	NE	HOURLY	22.993	24.142	25.350	26.617	27.948	28.786	29.362
		MONTHLY	3985	4185	4394	4614	**4844**	4990	5089
		ANNUAL	47825	50216	52727	55364	58132	59876	61073
CS37	NE	HOURLY	23.223	24.384	25.603	26.883	28.227	29.074	29.656
		MONTHLY	4025	4227	4438	4660	**4893**	5040	5140
		ANNUAL	48303	50719	53254	55917	58713	60474	61684
CS38	NE	HOURLY	23.455	24.628	25.859	27.152	28.510	29.365	29.952
		MONTHLY	4066	4269	4482	4706	**4942**	5090	5192
		ANNUAL	48786	51226	53787	56476	59300	61079	62301
CS39	NE	HOURLY	23.690	24.874	26.118	27.424	28.795	29.659	30.252
		MONTHLY	4106	4311	4527	4753	**4991**	5141	5244
		ANNUAL	49274	51738	54325	57041	59893	61690	62924
CS40	NE	HOURLY	23.926	25.123	26.379	27.698	29.083	29.955	30.554
		MONTHLY	4147	4355	4572	4801	**5041**	5192	5296
		ANNUAL	49767	52255	54868	57612	60492	62307	63553
CS41	NE	HOURLY	24.166	25.374	26.643	27.975	29.374	30.255	30.860
		MONTHLY	4189	4398	4618	4849	**5091**	5244	5349
		ANNUAL	50265	52778	55417	58188	61097	62930	64189
CS42	NE	HOURLY	24.407	25.628	26.909	28.255	29.667	30.557	31.168
		MONTHLY	4231	4442	4664	4897	**5142**	5297	5403
		ANNUAL	50767	53306	55971	58770	61708	63559	64830
CS43	NE	HOURLY	24.651	25.884	27.178	28.537	29.964	30.863	31.480
		MONTHLY	4273	4487	4711	4946	**5194**	5350	5457
		ANNUAL	51275	53839	56531	59357	62325	64195	65479
CS44	NE	HOURLY	24.898	26.143	27.450	28.822	30.264	31.172	31.795
		MONTHLY	4316	4531	4758	4996	**5246**	5403	5511
		ANNUAL	51788	54377	57096	59951	62948	64837	66134
CS45	NE	HOURLY	25.147	26.404	27.724	29.111	30.566	31.483	32.113
		MONTHLY	4359	4577	4806	5046	**5298**	5457	5566
		ANNUAL	52306	54921	57667	60550	63578	65485	66795
CS46	NE	HOURLY	25.398	26.668	28.002	29.402	30.872	31.798	32.434
		MONTHLY	4402	4623	4854	5096	**5351**	5512	5622
		ANNUAL	52829	55470	58244	61156	64214	66140	67463
CS47	NE	HOURLY	25.652	26.935	28.282	29.696	31.181	32.116	32.758
		MONTHLY	4446	4669	4902	5147	**5405**	5567	5678
		ANNUAL	53357	56025	58826	61767	64856	66801	68137
CS48	NE	HOURLY	25.909	27.204	28.565	29.993	31.492	32.437	33.086
		MONTHLY	4491	4715	4951	5199	**5459**	5622	5735
		ANNUAL	53891	56585	59414	62385	65504	67469	68819

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS49	NE	HOURLY	26.168	27.476	28.850	30.293	31.807	32.762	33.417
		MONTHLY	4536	4763	5001	5251	**5513**	5679	5792
		ANNUAL	54429	57151	60008	63009	66159	68144	69507
CS50	NE	HOURLY	26.430	27.751	29.139	30.596	32.125	33.089	33.751
		MONTHLY	4581	4810	5051	5303	**5568**	5735	5850
		ANNUAL	54974	57722	60609	63639	66821	68826	70202
CS51	NE	HOURLY	26.694	28.029	29.430	30.902	32.447	33.420	34.088
		MONTHLY	4627	4858	5101	5356	**5624**	5793	5909
		ANNUAL	55523	58300	61215	64275	67489	69514	70904
CS52	NE	HOURLY	26.961	28.309	29.724	31.211	32.771	33.754	34.429
		MONTHLY	4673	4907	5152	5410	**5680**	5851	5968
		ANNUAL	56079	58883	61827	64918	68164	70209	71613
CS53	NE	HOURLY	27.231	28.592	30.022	31.523	33.099	34.092	34.774
		MONTHLY	4720	4956	5204	5464	**5737**	5909	6027
		ANNUAL	56639	59471	62445	65567	68846	70911	72329
CS54	NE	HOURLY	27.503	28.878	30.322	31.838	33.430	34.433	35.121
		MONTHLY	4767	5006	5256	5519	**5795**	5968	6088
		ANNUAL	57206	60066	63069	66223	69534	71620	73053
CS55	NE	HOURLY	27.778	29.167	30.625	32.156	33.764	34.777	35.473
		MONTHLY	4815	5056	5308	5574	**5852**	6028	6149
		ANNUAL	57778	60667	63700	66885	70229	72336	73783
CS56	NE	HOURLY	28.056	29.458	30.931	32.478	34.102	35.125	35.827
		MONTHLY	4863	5106	5361	5630	**5911**	6088	6210
		ANNUAL	58356	61274	64337	67554	70932	73060	74521
CS57	NE	HOURLY	28.336	29.753	31.241	32.803	34.443	35.476	36.186
		MONTHLY	4912	5157	5415	5686	**5970**	6149	6272
		ANNUAL	58939	61886	64981	68230	71641	73790	75266
CS58	NE	HOURLY	28.620	30.051	31.553	33.131	34.787	35.831	36.547
		MONTHLY	4961	5209	5469	5743	**6030**	6211	6335
		ANNUAL	59529	62505	65630	68912	72357	74528	76019
CS59	NE	HOURLY	28.906	30.351	31.869	33.462	35.135	36.189	36.913
		MONTHLY	5010	5261	5524	5800	**6090**	6273	6398
		ANNUAL	60124	63130	66287	69601	73081	75273	76779
CS60	NE	HOURLY	29.195	30.655	32.187	33.797	35.486	36.551	37.282
		MONTHLY	5060	5313	5579	5858	**6151**	6336	6462
		ANNUAL	60725	63761	66950	70297	73812	76026	77547
CS61	NE	HOURLY	29.487	30.961	32.509	34.135	35.841	36.917	37.655
		MONTHLY	5111	5367	5635	5917	**6212**	6399	6527
		ANNUAL	61332	64399	67619	71000	74550	76786	78322

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS62	NE	HOURLY	29.782	31.271	32.834	34.476	36.200	37.286	38.031
		MONTHLY	5162	5420	5691	5976	**6275**	6463	6592
		ANNUAL	61946	65043	68295	71710	75295	77554	79105
CS63	NE	HOURLY	30.079	31.583	33.163	34.821	36.562	37.659	38.412
		MONTHLY	5214	5474	5748	6036	**6337**	6527	6658
		ANNUAL	62565	65694	68978	72427	76048	78330	79896
CS64	NE	HOURLY	30.380	31.899	33.494	35.169	36.927	38.035	38.796
		MONTHLY	5266	5529	5806	6096	**6401**	6593	6725
		ANNUAL	63191	66350	69668	73151	76809	79113	80695
CS65	NE	HOURLY	30.684	32.218	33.829	35.521	37.297	38.416	39.184
		MONTHLY	5319	5584	5864	6157	**6465**	6659	6792
		ANNUAL	63823	67014	70365	73883	77577	79904	81502
CS66	NE	HOURLY	30.991	32.540	34.167	35.876	37.670	38.800	39.576
		MONTHLY	5372	5640	5922	6218	**6529**	6725	6860
		ANNUAL	64461	67684	71068	74622	78353	80703	82317
CS67	NE	HOURLY	31.301	32.866	34.509	36.235	38.046	39.188	39.971
		MONTHLY	5425	5697	5982	6281	**6595**	6793	6928
		ANNUAL	65106	68361	71779	75368	79136	81510	83141
CS68	NE	HOURLY	31.614	33.194	34.854	36.597	38.427	39.580	40.371
		MONTHLY	5480	5754	6041	6343	**6661**	6860	6998
		ANNUAL	65757	69045	72497	76122	79928	82326	83972
CS69	NE	HOURLY	31.930	33.526	35.203	36.963	38.811	39.975	40.775
		MONTHLY	5535	5811	6102	6407	**6727**	6929	7068
		ANNUAL	66414	69735	73222	76883	80727	83149	84812
CS70	NE	HOURLY	32.249	33.862	35.555	37.333	39.199	40.375	41.183
		MONTHLY	5590	5869	6163	6471	**6795**	6998	7138
		ANNUAL	67078	70432	73954	77652	81534	83980	85660
CS71	NE	HOURLY	32.572	34.200	35.910	37.706	39.591	40.779	41.594
		MONTHLY	5646	5928	6224	6536	**6862**	7068	7210
		ANNUAL	67749	71137	74693	78428	82350	84820	86516
CS72	NE	HOURLY	32.897	34.542	36.269	38.083	39.987	41.187	42.010
		MONTHLY	5702	5987	6287	6601	**6931**	7139	7282
		ANNUAL	68427	71848	75440	79212	83173	85668	87382
CS73	NE	HOURLY	33.226	34.888	36.632	38.464	40.387	41.599	42.430
		MONTHLY	5759	6047	6350	6667	**7000**	7210	7355
		ANNUAL	69111	72566	76195	80005	84005	86525	88255
CS74	NE	HOURLY	33.559	35.237	36.998	38.848	40.791	42.015	42.855
		MONTHLY	5817	6108	6413	6734	**7070**	7283	7428
		ANNUAL	69802	73292	76957	80805	84845	87390	89138

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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS75	NE	HOURLY	33.894	35.589	37.368	39.237	41.199	42.435	43.283
		MONTHLY	5875	6169	6477	6801	**7141**	7355	7502
		ANNUAL	70500	74025	77726	81613	85693	88264	90029
CS76	NE	HOURLY	34.233	35.945	37.742	39.629	41.611	42.859	43.716
		MONTHLY	5934	6230	6542	6869	**7213**	7429	7577
		ANNUAL	71205	74765	78504	82429	86550	89147	90930
CS77	NE	HOURLY	34.576	36.304	38.120	40.026	42.027	43.288	44.153
		MONTHLY	5993	6293	6607	6938	**7285**	7503	7653
		ANNUAL	71917	75513	79289	83253	87416	90038	91839
CS78	NE	HOURLY	34.921	36.667	38.501	40.426	42.447	43.720	44.595
		MONTHLY	6053	6356	6673	7007	**7357**	7578	7730
		ANNUAL	72636	76268	80082	84086	88290	90939	92757
CS79	NE	HOURLY	35.271	37.034	38.886	40.830	42.872	44.158	45.041
		MONTHLY	6114	6419	6740	7077	**7431**	7654	7807
		ANNUAL	73363	77031	80882	84926	89173	91848	93685
CS80	NE	HOURLY	35.623	37.404	39.275	41.238	43.300	44.599	45.491
		MONTHLY	6175	6483	6808	7148	**7505**	7731	7885
		ANNUAL	74096	77801	81691	85776	90065	92766	94622
CS81	NE	HOURLY	35.979	37.778	39.667	41.651	43.733	45.045	45.946
		MONTHLY	6236	6548	6876	7219	**7580**	7808	7964
		ANNUAL	74837	78579	82508	86633	90965	93694	95568
CS82	NE	HOURLY	36.339	38.156	40.064	42.067	44.171	45.496	46.406
		MONTHLY	6299	6614	6944	7292	**7656**	7886	8044
		ANNUAL	75586	79365	83333	87500	91875	94631	96524
CS83	NE	HOURLY	36.703	38.538	40.465	42.488	44.612	45.951	46.870
		MONTHLY	6362	6680	7014	7365	**7733**	7965	8124
		ANNUAL	76341	80159	84166	88375	92794	95577	97489
CS84	NE	HOURLY	37.070	38.923	40.869	42.913	45.058	46.410	47.338
		MONTHLY	6425	6747	7084	7438	**7810**	8044	8205
		ANNUAL	77105	80960	85008	89259	93721	96533	98464
CS85	NE	HOURLY	37.440	39.312	41.278	43.342	45.509	46.874	47.812
		MONTHLY	6490	6814	7155	7513	**7888**	8125	8287
		ANNUAL	77876	81770	85858	90151	94659	97498	99448
CS86	NE	HOURLY	37.815	39.705	41.691	43.775	45.964	47.343	48.290
		MONTHLY	6555	6882	7226	7588	**7967**	8206	8370
		ANNUAL	78655	82587	86717	91053	95605	98473	100443
CS87	NE	HOURLY	38.193	40.103	42.108	44.213	46.424	47.816	48.773
		MONTHLY	6620	6951	7299	7664	**8047**	8288	8454
		ANNUAL	79441	83413	87584	91963	96561	99458	101447

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Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS88	NE	HOURLY	38.575	40.504	42.529	44.655	46.888	48.295	49.260
		MONTHLY	6686	7021	7372	7740	**8127**	8371	8538
		ANNUAL	80236	84247	88460	92883	97527	100453	102462
CS89	NE	HOURLY	38.961	40.909	42.954	45.102	47.357	48.778	49.753
		MONTHLY	6753	7091	7445	7818	**8209**	8455	8624
		ANNUAL	81038	85090	89344	93812	98502	101457	103486
CS90	NE	HOURLY	39.350	41.318	43.384	45.553	47.830	49.265	50.251
		MONTHLY	6821	7162	7520	7896	**8291**	8539	8710
		ANNUAL	81848	85941	90238	94750	99487	102472	104521

Effective July 2024

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Emplolyee Units Included:
Redlands Association of Mid-Management Employees

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM30	E	HOURLY	31.773	33.362	35.030	36.782	38.621	39.779	40.575
		MONTHLY	5507	5783	6072	6375	**6694**	6895	7033
		ANNUAL	66089	69393	72863	76506	80331	82741	84396
MM31	E	HOURLY	32.091	33.696	35.380	37.149	39.007	40.177	40.981
		MONTHLY	5562	5841	6133	6439	**6761**	6964	7103
		ANNUAL	66749	70087	73591	77271	81134	83568	85240
MM32	E	HOURLY	32.412	34.033	35.734	37.521	39.397	40.579	41.390
		MONTHLY	5618	5899	6194	6504	**6829**	7034	7174
		ANNUAL	67417	70788	74327	78044	81946	84404	86092
MM33	E	HOURLY	32.736	34.373	36.092	37.896	39.791	40.985	41.804
		MONTHLY	5674	5958	6256	6569	**6897**	7104	7246
		ANNUAL	68091	71496	75071	78824	82765	85248	86953
MM34	E	HOURLY	33.063	34.717	36.453	38.275	40.189	41.395	42.222
		MONTHLY	5731	6018	6318	6634	**6966**	7175	7319
		ANNUAL	68772	72211	75821	79612	83593	86101	87823
MM35	E	HOURLY	33.394	35.064	36.817	38.658	40.591	41.808	42.645
		MONTHLY	5788	6078	6382	6701	**7036**	7247	7392
		ANNUAL	69460	72933	76579	80408	84429	86962	88701
MM36	E	HOURLY	33.728	35.414	37.185	39.044	40.997	42.227	43.071
		MONTHLY	5846	6139	6445	6768	**7106**	7319	7466
		ANNUAL	70154	73662	77345	81212	85273	87831	89588
MM37	E	HOURLY	34.065	35.769	37.557	39.435	41.407	42.649	43.502
		MONTHLY	5905	6200	6510	6835	**7177**	7392	7540
		ANNUAL	70856	74399	78119	82025	86126	88710	90484
MM38	E	HOURLY	34.406	36.126	37.933	39.829	41.821	43.075	43.937
		MONTHLY	5964	6262	6575	6904	**7249**	7466	7616
		ANNUAL	71564	75143	78900	82845	86987	89597	91389
MM39	E	HOURLY	34.750	36.488	38.312	40.228	42.239	43.506	44.376
		MONTHLY	6023	6325	6641	6973	**7321**	7541	7692
		ANNUAL	72280	75894	79689	83673	87857	90493	92303
MM40	E	HOURLY	35.098	36.852	38.695	40.630	42.661	43.941	44.820
		MONTHLY	6084	6388	6707	7043	**7395**	7616	7769
		ANNUAL	73003	76653	80486	84510	88736	91398	93226
MM41	E	HOURLY	35.449	37.221	39.082	41.036	43.088	44.381	45.268
		MONTHLY	6144	6452	6774	7113	**7469**	7693	7846
		ANNUAL	73733	77420	81291	85355	89623	92312	94158
MM42	E	HOURLY	35.803	37.593	39.473	41.446	43.519	44.824	45.721
		MONTHLY	6206	6516	6842	7184	**7543**	7770	7925
		ANNUAL	74470	78194	82104	86209	90519	93235	95099
MM43	E	HOURLY	36.161	37.969	39.868	41.861	43.954	45.273	46.178
		MONTHLY	6268	6581	6910	7256	**7619**	7847	8004
		ANNUAL	75215	78976	82925	87071	91424	94167	96050

Effective July 2024
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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM44	E	HOURLY	36.523	38.349	40.266	42.280	44.394	45.725	46.640
		MONTHLY	6331	6647	6979	7328	**7695**	7926	8084
		ANNUAL	75967	79766	83754	87941	92339	95109	97011
MM45	E	HOURLY	36.888	38.732	40.669	42.702	44.837	46.183	47.106
		MONTHLY	6394	6714	7049	7402	**7772**	8005	8165
		ANNUAL	76727	80563	84591	88821	93262	96060	97981
MM46	E	HOURLY	37.257	39.120	41.076	43.129	45.286	46.644	47.577
		MONTHLY	6458	6781	7120	7476	**7850**	8085	8247
		ANNUAL	77494	81369	85437	89709	94195	97020	98961
MM47	E	HOURLY	37.629	39.511	41.486	43.561	45.739	47.111	48.053
		MONTHLY	6522	6849	7191	7551	**7928**	8166	8329
		ANNUAL	78269	82182	86292	90606	95137	97991	99950
MM48	E	HOURLY	38.006	39.906	41.901	43.996	46.196	47.582	48.534
		MONTHLY	6588	6917	7263	7626	**8007**	8248	8412
		ANNUAL	79052	83004	87155	91512	96088	98971	100950
MM49	E	HOURLY	38.386	40.305	42.320	44.436	46.658	48.058	49.019
		MONTHLY	6654	6986	7336	7702	**8087**	8330	8497
		ANNUAL	79842	83834	88026	92427	97049	99960	101959
MM50	E	HOURLY	38.770	40.708	42.743	44.881	47.125	48.538	49.509
		MONTHLY	6720	7056	7409	7779	**8168**	8413	8582
		ANNUAL	80641	84673	88906	93352	98019	100960	102979
MM51	E	HOURLY	39.157	41.115	43.171	45.329	47.596	49.024	50.004
		MONTHLY	6787	7127	7483	7857	**8250**	8497	8667
		ANNUAL	81447	85519	89795	94285	98999	101969	104009
MM52	E	HOURLY	39.549	41.526	43.603	45.783	48.072	49.514	50.504
		MONTHLY	6855	7198	7558	7936	**8332**	8582	8754
		ANNUAL	82262	86375	90693	95228	99989	102989	105049
MM53	E	HOURLY	39.944	41.942	44.039	46.241	48.553	50.009	51.009
		MONTHLY	6924	7270	7633	8015	**8416**	8668	8842
		ANNUAL	83084	87238	91600	96180	100989	104019	106099
MM54	E	HOURLY	40.344	42.361	44.479	46.703	49.038	50.509	51.519
		MONTHLY	6993	7343	7710	8095	**8500**	8755	8930
		ANNUAL	83915	88111	92516	97142	101999	105059	107160
MM55	E	HOURLY	40.747	42.785	44.924	47.170	49.528	51.014	52.035
		MONTHLY	7063	7416	7787	8176	**8585**	8842	9019
		ANNUAL	84754	88992	93441	98114	103019	106110	108232
MM56	E	HOURLY	41.155	43.212	45.373	47.642	50.024	51.524	52.555
		MONTHLY	7133	7490	7865	8258	**8671**	8931	9110
		ANNUAL	85602	89882	94376	99095	104049	107171	109314
MM57	E	HOURLY	41.566	43.645	45.827	48.118	50.524	52.040	53.080
		MONTHLY	7205	7565	7943	8340	**8757**	9020	9201
		ANNUAL	86458	90781	95320	100086	105090	108243	110407
MM58	E	HOURLY	41.982	44.081	46.285	48.599	51.029	52.560	53.611
		MONTHLY	7277	7641	8023	8424	**8845**	9110	9293
		ANNUAL	87322	91688	96273	101086	106141	109325	111512
MM59	E	HOURLY	42.402	44.522	46.748	49.085	51.540	53.086	54.147
		MONTHLY	7350	7717	8103	8508	**8934**	9202	9386
		ANNUAL	88196	92605	97236	102097	107202	110418	112627
MM60	E	HOURLY	42.826	44.967	47.215	49.576	52.055	53.617	54.689
		MONTHLY	7423	7794	8184	8593	**9023**	9294	9479
		ANNUAL	89077	93531	98208	103118	108274	111522	113753

*Due to rounding, salary schedules are a close approximation of actual salary.

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM61	E	HOURLY	43.254	45.417	47.687	50.072	52.575	54.153	55.236
		MONTHLY	7497	7872	8266	8679	**9113**	9386	9574
		ANNUAL	89968	94467	99190	104149	109357	112638	114890
MM62	E	HOURLY	43.686	45.871	48.164	50.573	53.101	54.694	55.788
		MONTHLY	7572	7951	8348	8766	**9204**	9480	9670
		ANNUAL	90868	95411	100182	105191	110451	113764	116039
MM63	E	HOURLY	44.123	46.330	48.646	51.078	53.632	55.241	56.346
		MONTHLY	7648	8030	8432	8854	**9296**	9575	9767
		ANNUAL	91777	96365	101184	106243	111555	114902	117200
MM64	E	HOURLY	44.565	46.793	49.132	51.589	54.169	55.794	56.909
		MONTHLY	7725	8111	8516	8942	**9389**	9671	9864
		ANNUAL	92694	97329	102196	107305	112671	116051	118372
MM65	E	HOURLY	45.010	47.261	49.624	52.105	54.710	56.352	57.479
		MONTHLY	7802	8192	8601	9032	**9483**	9768	9963
		ANNUAL	93621	98302	103217	108378	113797	117211	119555
MM66	E	HOURLY	45.460	47.733	50.120	52.626	55.257	56.915	58.053
		MONTHLY	7880	8274	8687	9122	**9578**	9865	10063
		ANNUAL	94558	99285	104250	109462	114935	118383	120751
MM67	E	HOURLY	45.915	48.211	50.621	53.152	55.810	57.484	58.634
		MONTHLY	7959	8357	8774	9213	**9674**	9964	10163
		ANNUAL	95503	100278	105292	110557	116085	119567	121958
MM68	E	HOURLY	46.374	48.693	51.127	53.684	56.368	58.059	59.220
		MONTHLY	8038	8440	8862	9305	**9770**	10064	10265
		ANNUAL	96458	101281	106345	111662	117245	120763	123178
MM69	E	HOURLY	46.838	49.180	51.639	54.221	56.932	58.640	59.812
		MONTHLY	8119	8524	8951	9398	**9868**	10164	10367
		ANNUAL	97423	102294	107409	112779	118418	121970	124410
MM70	E	HOURLY	47.306	49.672	52.155	54.763	57.501	59.226	60.411
		MONTHLY	8200	8610	9040	9492	**9967**	10266	10471
		ANNUAL	98397	103317	108483	113907	119602	123190	125654
MM71	E	HOURLY	47.779	50.168	52.677	55.310	58.076	59.818	61.015
		MONTHLY	8282	8696	9131	9587	**10067**	10369	10576
		ANNUAL	99381	104350	109567	115046	120798	124422	126910
MM72	E	HOURLY	48.257	50.670	53.203	55.864	58.657	60.416	61.625
		MONTHLY	8365	8783	9222	9683	**10167**	10472	10682
		ANNUAL	100375	105393	110663	116196	122006	125666	128180
MM73	E	HOURLY	48.740	51.177	53.735	56.422	59.243	61.021	62.241
		MONTHLY	8448	8871	9314	9780	**10269**	10577	10788
		ANNUAL	101378	106447	111770	117358	123226	126923	129461
MM74	E	HOURLY	49.227	51.688	54.273	56.986	59.836	61.631	62.863
		MONTHLY	8533	8959	9407	9878	**10372**	10683	10896
		ANNUAL	102392	107512	112887	118532	124458	128192	130756
MM75	E	HOURLY	49.719	52.205	54.816	57.556	60.434	62.247	63.492
		MONTHLY	8618	9049	9501	9976	**10475**	10790	11005
		ANNUAL	103416	108587	114016	119717	125703	129474	132064
MM76	E	HOURLY	50.217	52.727	55.364	58.132	61.038	62.870	64.127
		MONTHLY	8704	9139	9596	10076	**10580**	10897	11115
		ANNUAL	104450	109673	115156	120914	126960	130769	133384
MM77	E	HOURLY	50.719	53.255	55.917	58.713	61.649	63.498	64.768
		MONTHLY	8791	9231	9692	10177	**10686**	11006	11227
		ANNUAL	105495	110770	116308	122123	128230	132077	134718

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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM78	E	HOURLY	51.226	53.787	56.477	59.300	62.265	64.133	65.416
		MONTHLY	8879	9323	9789	10279	**10793**	11116	11339
		ANNUAL	106550	111877	117471	123345	129512	133397	136065
MM79	E	HOURLY	51.738	54.325	57.041	59.893	62.888	64.775	66.070
		MONTHLY	8968	9416	9887	10382	**10901**	11228	11452
		ANNUAL	107615	112996	118646	124578	130807	134731	137426
MM80	E	HOURLY	52.255	54.868	57.612	60.492	63.517	65.422	66.731
		MONTHLY	9058	9511	9986	10485	**11010**	11340	11567
		ANNUAL	108691	114126	119832	125824	132115	136079	138800
MM81	E	HOURLY	52.778	55.417	58.188	61.097	64.152	66.077	67.398
		MONTHLY	9148	9606	10086	10590	**11120**	11453	11682
		ANNUAL	109778	115267	121031	127082	133436	137439	140188
MM82	E	HOURLY	53.306	55.971	58.770	61.708	64.794	66.737	68.072
		MONTHLY	9240	9702	10187	10696	**11231**	11568	11799
		ANNUAL	110876	116420	122241	128353	134771	138814	141590
MM83	E	HOURLY	53.839	56.531	59.357	62.325	65.442	67.405	68.753
		MONTHLY	9332	9799	10289	10803	**11343**	11683	11917
		ANNUAL	111985	117584	123463	129637	136118	140202	143006
MM84	E	HOURLY	54.377	57.096	59.951	62.948	66.096	68.079	69.440
		MONTHLY	9425	9897	10391	10911	**11457**	11800	12036
		ANNUAL	113105	118760	124698	130933	137480	141604	144436
MM85	E	HOURLY	54.921	57.667	60.550	63.578	66.757	68.760	70.135
		MONTHLY	9520	9996	10495	11020	**11571**	11918	12157
		ANNUAL	114236	119948	125945	132242	138854	143020	145880
MM86	E	HOURLY	55.470	58.244	61.156	64.214	67.424	69.447	70.836
		MONTHLY	9615	10096	10600	11130	**11687**	12038	12278
		ANNUAL	115378	121147	127204	133565	140243	144450	147339
MM87	E	HOURLY	56.025	58.826	61.768	64.856	68.099	70.142	71.544
		MONTHLY	9711	10197	10706	11242	**11804**	12158	12401
		ANNUAL	116532	122359	128476	134900	141645	145895	148813
MM88	E	HOURLY	56.585	59.414	62.385	65.504	68.780	70.843	72.260
		MONTHLY	9808	10299	10813	11354	**11922**	12279	12525
		ANNUAL	117697	123582	129761	136249	143062	147354	150301
MM89	E	HOURLY	57.151	60.009	63.009	66.160	69.467	71.552	72.983
		MONTHLY	9906	10401	10922	11468	**12041**	12402	12650
		ANNUAL	118874	124818	131059	137612	144492	148827	151804
MM90	E	HOURLY	57.723	60.609	63.639	66.821	70.162	72.267	73.712
		MONTHLY	10005	10506	11031	11582	**12161**	12526	12777
		ANNUAL	120063	126066	132369	138988	145937	150315	153322

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Employee Units Included:
Redlands Professional Firefighters Association
Redlands Association of Fire Management Employees

City of Redlands
SALARY SCHEDULE

Title	Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5	6 (Longevity 14 Years)	7 (Longevity 19 years)
Firefighter	F50	NE	HOURLY	25.621	26.902	28.247	29.659	31.142	32.076	33.680	34.691
(24 hour days)			MONTHLY	6217	6528	6855	7197	**7557.18**	7784	8173	8418
			ANNUAL	74608	78338	82255	86368	90686	93407	98077	101019
Fire Engineer	F55	NE	HOURLY	30.204	31.714	33.300	34.965	36.713	37.815	39.705	40.897
(24 hour days)			MONTHLY	7330	7696	8081	8485	**8909.10**	9176	9635	9924
			ANNUAL	87954	92352	96970	101818	106909	110116	115622	119091
Fire Captain	F60	NE	HOURLY	35.357	37.125	38.981	40.930	42.976	44.266	46.479	47.873
(24 hour days)			MONTHLY	8580	9009	9459	9932	**10428.92**	10742	11279	11617
			ANNUAL	102959	108107	113512	119188	125147	128901	135347	139407
Battalion Chief	F79	E	HOURLY	64.293	67.507	70.883	74.427	78.148	80.493	84.517	87.053
(40 hour week)			MONTHLY	11144	11701	12286	12901	**13545.71**	13952	14650	15089
			ANNUAL	133729	140416	147436	154808	162549	167425	175796	181070
Battalion Chief	F80	NE	HOURLY	45.923	48.220	50.631	53.162	55.820	57.495	60.370	62.181
(56 hour week)			MONTHLY	11144	11701	12286	12901	**13545.71**	13952	14650	15089
			ANNUAL	133729	140416	147436	154808	162549	167425	175796	181070
Deputy Fire Chief	F85	E	HOURLY	80.366	84.384	88.604	93.034	97.685	100.616	105.647	108.816
(40 hour week)			MONTHLY	13930	14627	15358	16126	**16932.15**	17440	18312	18861
			ANNUAL	167161	175520	184296	193510	203186	209281	219745	226338

Effective July 2024

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Employee Units Included:
Redlands Professional Police Officers Association
Redlands Association of Safety Management Employees

City of Redlands
SALARY SCHEDULE

Title	Range	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity)	6 (Longevity)
Police Officer	P60	HOURLY	38.382	40.301	42.316	44.432	46.653	48.986	50.455
		MONTHLY	6653	6985	7335	7701	**8087**	8491	8746
		ANNUAL	79834	83826	88017	92418	97039	101891	104947
Police Corporal	P64	HOURLY	43.339	45.506	47.781	50.171	52.679	55.313	56.972
		MONTHLY	7512	7888	8282	8696	**9131**	9588	9875
		ANNUAL	90146	94653	99385	104355	109572	115051	118503
Police Sergeant	P70	HOURLY	51.676	54.260	56.973	59.821	62.812	65.953	67.932
		MONTHLY	8957	9405	9875	10369	**10887**	11432	11775
		ANNUAL	107486	112860	118503	124428	130650	137182	141298
Police Commander	P81	HOURLY	70.925	74.471	78.195	82.104	86.210	90.520	
		MONTHLY	12294	12908	13554	14231	**14943**	15690	
		ANNUAL	147524	154900	162645	170777	179316	188282	
Deputy Chief	P85	HOURLY	80.356	84.373	88.592	93.022	97.673	102.556	
		MONTHLY	13928	14625	15356	16124	**16930**	17776	
		ANNUAL	167140	175497	184272	193485	203160	213317	

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Effective July 2024

Emplolyee Units Included:
Redlands Association of Management Employees

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
M65		HOURLY	39.928	41.925	44.021	46.222	48.533	49.989	50.989
		MONTHLY	6921	7267	7630	8012	**8412.38**	8665	8838
		ANNUAL	83051	87203	91563	96141	100949	103977	106057
M66		HOURLY	40.926	42.973	45.121	47.377	49.746	51.239	52.263
		MONTHLY	7094	7449	7821	8212	**8623**	8881	9059
		ANNUAL	85127	89383	93852	98545	103472	106576	108708
M67		HOURLY	41.950	44.047	46.249	48.562	50.990	52.520	53.570
		MONTHLY	7271	7635	8017	8417	**8838**	9103	9285
		ANNUAL	87255	91618	96199	101009	106059	109241	111426
M68		HOURLY	42.998	45.148	47.406	49.776	52.265	53.833	54.909
		MONTHLY	7453	7826	8217	8628	**9059**	9331	9518
		ANNUAL	89436	93908	98604	103534	108711	111972	114211
M69		HOURLY	44.073	46.277	48.591	51.020	53.571	55.178	56.282
		MONTHLY	7639	8021	8422	8844	**9286**	9564	9756
		ANNUAL	91672	96256	101069	106122	111428	114771	117067
M70		HOURLY	45.175	47.434	49.806	52.296	54.911	56.558	57.689
		MONTHLY	7830	8222	8633	9065	**9518**	9803	9999
		ANNUAL	93964	98662	103595	108775	114214	117640	119993
M71		HOURLY	46.304	48.620	51.051	53.603	56.283	57.972	59.131
		MONTHLY	8026	8427	8849	9291	**9756**	10048	10249
		ANNUAL	96313	101129	106185	111495	117069	120581	122993
M72		HOURLY	47.462	49.835	52.327	54.943	57.690	59.421	60.610
		MONTHLY	8227	8638	9070	9523	**10000**	10300	10506
		ANNUAL	98721	103657	108840	114282	119996	123596	126068
M73		HOURLY	48.649	51.081	53.635	56.317	59.133	60.907	62.125
		MONTHLY	8432	8854	9297	9762	**10250**	10557	10768
		ANNUAL	101189	106249	111561	117139	122996	126686	129220
M74		HOURLY	49.865	52.358	54.976	57.725	60.611	62.429	63.678
		MONTHLY	8643	9075	9529	10006	**10506**	10821	11038
		ANNUAL	103719	108905	114350	120068	126071	129853	132450
M75		HOURLY	51.111	53.667	56.350	59.168	62.126	63.990	65.270
		MONTHLY	8859	9302	9767	10256	**10769**	11092	11313
		ANNUAL	106312	111627	117209	123069	129223	133099	135761
M76		HOURLY	52.389	55.009	57.759	60.647	63.679	65.590	66.902
		MONTHLY	9081	9535	10012	10512	**11038**	11369	11596
		ANNUAL	108970	114418	120139	126146	132453	136427	139155

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Emplolyee Units Included:
Redlands Association of Management Employees

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
M77		HOURLY	53.699	56.384	59.203	62.163	65.271	67.230	68.574
		MONTHLY	9308	9773	10262	10775	**11314**	11653	11886
		ANNUAL	111694	117279	123142	129300	135765	139838	142634
M78		HOURLY	55.041	57.794	60.683	63.717	66.903	68.910	70.289
		MONTHLY	9541	10018	10518	11044	**11597**	11944	12183
		ANNUAL	114486	120211	126221	132532	139159	143333	146200
M79		HOURLY	56.417	59.238	62.200	65.310	68.576	70.633	72.046
		MONTHLY	9779	10268	10781	11320	**11886**	12243	12488
		ANNUAL	117348	123216	129377	135845	142638	146917	149855
M80		HOURLY	57.828	60.719	63.755	66.943	70.290	72.399	73.847
		MONTHLY	10024	10525	11051	11603	**12184**	12549	12800
		ANNUAL	120282	126296	132611	139242	146204	150590	153601
M81		HOURLY	59.274	62.237	65.349	68.617	72.047	74.209	75.693
		MONTHLY	10274	10788	11327	11894	**12488**	12863	13120
		ANNUAL	123289	129454	135926	142723	149859	154354	157442
M82		HOURLY	60.755	63.793	66.983	70.332	73.849	76.064	77.585
		MONTHLY	10531	11057	11610	12191	**12800**	13184	13448
		ANNUAL	126371	132690	139324	146291	153605	158213	161378
M83		HOURLY	62.274	65.388	68.657	72.090	75.695	77.966	79.525
		MONTHLY	10794	11334	11901	12496	**13120**	13514	13784
		ANNUAL	129531	136007	142808	149948	157445	162169	165412
M84		HOURLY	63.831	67.023	70.374	73.893	77.587	79.915	81.513
		MONTHLY	11064	11617	12198	12808	**13448**	13852	14129
		ANNUAL	132769	139407	146378	153697	161381	166223	169547
M85		HOURLY	65.427	68.698	72.133	75.740	79.527	81.913	83.551
		MONTHLY	11341	11908	12503	13128	**13785**	14198	14482
		ANNUAL	136088	142893	150037	157539	165416	170378	173786
M86		HOURLY	67.063	70.416	73.937	77.633	81.515	83.961	85.640
		MONTHLY	11624	12205	12816	13456	**14129**	14553	14844
		ANNUAL	139490	146465	153788	161477	169551	174638	178131
M87		HOURLY	68.739	72.176	75.785	79.574	83.553	86.060	87.781
		MONTHLY	11915	12511	13136	13793	**14483**	14917	15215
		ANNUAL	142978	150126	157633	165514	173790	179004	182584
M88		HOURLY	70.458	73.981	77.680	81.564	85.642	88.211	89.975
		MONTHLY	12213	12823	13464	14138	**14845**	15290	15596
		ANNUAL	146552	153880	161574	169652	178135	183479	187149

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Emplolyee Units Included:
Redlands Association of Management Employees

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
M89		HOURLY	72.219	75.830	79.622	83.603	87.783	90.416	92.225
		MONTHLY	12518	13144	13801	14491	**15216**	15672	15986
		ANNUAL	150216	157727	165613	173894	182588	188066	191827
M90		HOURLY	74.025	77.726	81.612	85.693	89.977	92.677	94.530
		MONTHLY	12831	13472	14146	14853	**15596**	16064	16385
		ANNUAL	153971	161670	169753	178241	187153	192768	196623
M91		HOURLY	75.875	79.669	83.652	87.835	92.227	94.994	96.893
		MONTHLY	13152	13809	14500	15225	**15986**	16466	16795
		ANNUAL	157820	165712	173997	182697	191832	197587	201538
M92		HOURLY	77.772	81.661	85.744	90.031	94.532	97.368	99.316
		MONTHLY	13480	14155	14862	15605	**16386**	16877	17215
		ANNUAL	161766	169854	178347	187264	196628	202526	206577
M93		HOURLY	79.716	83.702	87.887	92.282	96.896	99.803	101.799
		MONTHLY	13818	14508	15234	15995	**16795**	17299	17645
		ANNUAL	165810	174101	182806	191946	201543	207590	211741
M94		HOURLY	81.709	85.795	90.085	94.589	99.318	102.298	104.344
		MONTHLY	14163	14871	15615	16395	**17215**	17732	18086
		ANNUAL	169955	178453	187376	196745	206582	212779	217035
M95		HOURLY	83.752	87.940	92.337	96.953	101.801	104.855	106.952
		MONTHLY	14517	15243	16005	16805	**17646**	18175	18538
		ANNUAL	174204	182914	192060	201663	211746	218099	222461
M96		HOURLY	85.846	90.138	94.645	99.377	104.346	107.477	109.626
		MONTHLY	14880	15624	16405	17225	**18087**	18629	19002
		ANNUAL	178559	187487	196862	206705	217040	223551	228022
M97		HOURLY	87.992	92.392	97.011	101.862	106.955	110.163	112.367
		MONTHLY	15252	16015	16815	17656	**18539**	19095	19477
		ANNUAL	183023	192175	201783	211872	222466	229140	233723
M98		HOURLY	90.192	94.701	99.436	104.408	109.629	112.918	115.176
		MONTHLY	15633	16415	17236	18097	**19002**	19572	19964
		ANNUAL	187599	196979	206828	217169	228028	234869	239566
M99		HOURLY	92.447	97.069	101.922	107.018	112.369	115.741	118.055
		MONTHLY	16024	16825	17667	18550	**19477**	20062	20463
		ANNUAL	192289	201903	211999	222598	233728	240740	245555
M100		HOURLY	94.758	99.496	104.470	109.694	115.179	118.634	121.007
		MONTHLY	16425	17246	18108	19014	**19964**	20563	20974
		ANNUAL	197096	206951	217299	228163	239572	246759	251694

Effective July 2024

*Due to rounding, salary schedules are close approximations of actual salary.

Department Director Salary Table (DD)

Range	Minimum Monthly Salary	Maximum Monthly Salary
04 - Director, Development Services	15,926	19,359
04 - Director, Management Services	15,926	19,359
04 - Director, Facilities and Community Services	15,926	19,359
04 - Director, Human Resources/Risk Management	15,926	19,359
05 - Director, Municipal Utilities and Engineering	16,733	20,340
06 - Assistant City Manager	16,980	21,241
07 - Fire Chief	17,900	23,650
08 - Police Chief	20,196	28,050

Salary Schedule (C)

Range	Minimum Monthly Salary	Maximum Monthly Salary
C1 - Library Director	12,989	17,713
C2 - City Attorney	19,449	24,131
C3 - City Manager	23,750	29,166

RESOLUTION NO. 8662

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A SALARY SCHEDULE AND COMPENSATION PLAN FOR CITY EMPLOYEES AND RESCINDING RESOLUTION NO. 8650.

WHEREAS, the City Council is authorized and directed by Section 2.56.040 of the Redlands Municipal Code to prepare, install, revise and maintain a position classification and compensation plan covering all positions in the competitive service;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The City Council of the City of Redlands hereby establishes a basic compensation plan for all employees in all of the classifications of employment as described in Section 2 of this resolution to be effective February 17, 2025.

Section 2. Salary schedule and Compensation Plan.

Position Title	PT	FT	Unit	Range				
City Clerk's Office								
Assistant City Clerk		1	MM	33				
Administrative Assistant I/II		1	T	33	38			
Part Time Positions								
Administrative Assistant	1		PT					
Total City Clerk's Office	***1***	***2***						
City Manager's Office								
City Manager		1	C	3				
City Attorney		1	C	2				
Assistant City Manager		2	DD	6				
Homeless Solutions Manager		1	MM	75				
Grants Coordinator		1	MM	48				
Management Analyst		1	MM	50				
Administrative Analyst		1	MM	35				
Senior Administrative Assistant		1	T	48				
Public Information								
Public Information Officer		1	M	75				
Communications Specialist		1	MM	35				
Multimedia Production Coordinator		1	T	61				
Total City Manager's Office	***0***	***12***						
Human Resources/Risk Management								
Director, Human Resources/Risk Management		1	DD	4				
Assistant Director, HR/Risk Management		1	M	90				
HR/Risk Manager		2	M	78				
Human Resource Analyst		2	MM	53				
HR Coordinator		1	MM	47				
HR Specialist		4	MM	35				

Position Title	PT	FT	Unit	Range				
Administrative Assistant I/II		1	T	33	38			
Mid-Management Trainee		2	MM	30-90				

Total Human Resources/Risk Management	***0***	***14***

Management Services								
Director, Management Services*		1	DD	4				

Information Technology

Information Technology Manager		1	M	83				
Network Engineer		1	MM	77				
GIS Supervisor		1	MM	73				
IT Systems Supervisor		1	MM	66				
Database Administrator		1	T	95				
IT Applications Analyst		1	T	86				
System Administrator		1	T	84				
GIS Analyst		2	T	84				
IT Security Analyst		1	T	82				
Network Specialist I/II		1	T	79	84			
GIS Technician		1	T	59				
Sr. Help Desk Technician		1	T	72				
Help Desk Technician		3	T	57				
Administrative Assistant I/II		1	T	33	38			

Finance

Assistant Finance Director		1	M	90				
Finance Manager		1	M	78				
Principal Accountant		1	MM	59				
Senior Accountant		2	MM	51				
Budget Analyst		1	MM	50				
Management Analyst		1	MM	50				
Accountant		1	MM	35				
Senior Accounting Technician		1	T	50				
Accounting Technician I/II		2	T	29	39			

Revenue

Revenue Manager		1	MM	65				
Utilities Customer Service Supervisor		1	MM	45				
Accountant		1	MM	35				
Administrative Analyst		1	MM	35				
Senior Customer Account Specialist		2	T	52				
Utilities Billing Specialist		1	T	51				
Senior Accounting Technician		1	T	50				
Utilities Billing Technician		2	T	41				
Customer Account Specialist		6	T	37				

Position Title	PT	FT	Unit	Range				
Customer Service Technician I/II		4	T	24	32			

Purchasing

Procurement Manager		1	M	74				
Purchasing Clerk		1	T	35				

Payroll

Payroll Coordinator		1	MM	34				
Payroll Assistant		1	T	40				

Part Time Position

IT Intern	1		PT					

Total Management Services	***1***	***53***

*the position of Director, Management Services shall perform the duties of Director of Finance as outlined in Redlands Municipal Code 2.08

Development Services Department

Administration

Development Services Director		1	DD	4				
Sustainability Coordinator		1	MM	60				
Management Analyst		1	MM	50				
Administrative Analyst		1	MM	35				
Administrative Assistant I/II		1	T	33	38			

Land Use

One Stop Permit Center Manager		1	M	82				
Asst/Assoc/Civil/Sr. Civil Engineer		3	MM	41	51	61	73	
NPDES Inspector I/II		1	T	59	64			
Counter Services Technician		2	T	30				

Building Safety

Chief Building Official		1	M	81				
Sr. Plans Examiner		1	MM	62				
Plans Examiner		1	T	80				
Sr. Building Inspector		1	T	80				
Building Inspector I/II		2	T	60	70			
Permit Technician I/II		2	T	52	57			

Economic Development

Economic Development Coordinator		1	MM	68				

Planning

City Planner		1	M	82				
Principal Planner		1	MM	75				
Senior Planner		2	MM	65				
Junior/Assistant/Associate Planner		3	T	53	70	80		

Position Title	PT	FT	Unit	Range				
Part Time Positions								
Planning Intern	2		PT					
Total Development Services Department	***2***	***28***						
Fire Department								
Fire Chief		1	DD	7				
Fire Marshal		1	M	88				
Deputy Fire Chief		1	F	85				
Deputy Fire Marshal		1	MM	79				
Battalion Chief		4	F	79				
Fire Captain		15	F	60				
Fire Engineer		18	F	55				
Fire Fighter		21	F	50				
EMS Coordinator		1	MM	82				
Management Analyst		1	MM	50				
Emergency Operations Specialist		1	MM	34				
Fire Prevention Inspector		2	CS	75				
Sr. Administrative Assistant		2	T	48				
Administrative Assistant I/II		1	T	33	38			
Total Fire Department		***70***						
Library								
Library Director		1	C	1				
Archivist Curator		1	M	80				
Principal Librarian		1	MM	53				
Systems Administrator		1	T	84				
Management Analyst		1	MM	45				
Senior Librarian		1	MM	37				
Special Collections Manager		1	MM	36				
Adult Literacy Coordinator		1	MM	32				
Technical Services Coordinator		1	MM	30				
Museum Collections Specialist		1	T	57				
Librarian		1	T	52				
Sr. Administrative Assistant		1	T	45				
Library Specialist I/II		5	T	22	32			
Maintenance Worker I/II		2	T	24	31			
Administrative Assistant I/II		1	T	33	38			
Technical Services Clerk		2	T	12				
Library Clerk		2	T	5				
Part Time Positions								
Administrative Assistant	1		PT					

Position Title	PT	FT	Unit	Range				
Library Specialist	1		PT					
Library Clerk	4		PT					
Library Page	4		PT					
Museum Attendant	4		PT					

Total Library	***14***	***24***

Municipal Utilities & Engineering Department								
Administration								
Director of Municipal Utilities and Public Works Engineering		1	DD	05				
Senior Administrative Assistant		3	T	48				
Engineering Services								
City Engineer		1	M	87				
Asst/Assoc/Civil/Sr. Civil Engineer		6	MM	41	51	61	73	
Construction Inspector I/II		5	T	75	85			
Water Conservation Specialist		2	T	49				
Utilities								
Laboratory Manager		1	MM	75				
Laboratory Quality Manager		1	MM	65				
Laboratory Analyst I/II/III/IV		4	T	53	63	73	83	
Water								
Water Utility Manager		1	M	86				
Water Production/Maint. Superintendent		1	MM	85				
Water Distribution Superintendent		1	MM	85				
Water Production Operations Supervisor		1	T	100				
Water Production Maintenance Supervisor		1	T	100				
Water Distribution Supervisor		1	T	100				
Regulatory Compliance Officer		1	T	90				
Utilities Maintenance Foreperson		1	T	80				
Electrical and Instrumentation Technician		2	T	69				
Senior Water Quality Technician		1	T	63				
Cross Connection Control Inspector		1	T	63				
Water Distribution Crewleader		4	T	83				
Water Treatment Operator I/II/III/IV/V		8	T	55	60	77	80	83
Water Quality Technician I/II		2	T	52	57			
Water Distribution Operator		12	T	49				
Sr. Customer Service Field Technician		1	T	48				
Plant Mechanic I/II		6	T	48	58			
Customer Service Field Technician		1	T	39				
Water Meter Reader I/II		3	T	21	31			

Position Title	PT	FT	Unit	Range				
Wastewater								
Wastewater Utility Manager		1	M	86				
Wastewater Operations Supervisor		1	T	100				
Wastewater Facilities Maintenance Supervisor		1	T	100				
Wastewater Collection System Supervisor		1	T	100				
Regulatory Compliance Officer		1	T	90				
Utilities Maintenance Foreperson		1	T	80				
Wastewater Facilities Operator I/II/III/IV		6	T	51	61	68	78	
Plant Mechanic I/II		5	T	48	58			
Wastewater Collection System Worker I/II/III		7	T	47	50	54		
Part Time Positions								
Administrative Assistant	1		PT					
Total MUED Department	***1***	***97***						
Police Department								
Chief of Police		1	DD	8				
Deputy Police Chief		2	P	85				
Police Commander		4	P	81				
Police Sergeant		13	P	70				
Police Corporal		20	P	64				
Police Officer/Police Recruit		58	P/CS	60/79				
Police Operations Manager		1	M	74				
Management Analyst		1	MM	50				
Support Services Supervisor		1	MM	38				
Police Operations Coordinator		1	MM	36				
Digital Forensic Examiner		1	CS	88				
Crime Analyst		2	CS	85				
Dispatch Supervisor		3	CS	82				
Executive Police Assistant		1	CS	74				
Forensic Specialist		2	CS	73				
Records Supervisor		1	CS	66				
Property and Evidence Technician		2	CS	60				
Sr. Community Service Officer		1	CS	56				
Dispatcher I/II/III		15	CS	52	57	63		
Community Service Officer I/II		9	CS	40	48			
Records Specialist I/II		8	CS	22	36			
Administrative Assistant I/II		1	T	33	38			
Part Time Positions								
Community Services Officer	1		PT					
Administrative Assistant	1		PT					

Position Title	PT	FT	Unit	Range				
Camera Operator	6		PT					
Background Investigator	4		PT					

Total Police Department	***12***	***148***

Facilities and Community Services								
Director, Facilities & Community Serv		1	DD	04				
Senior Manager, Fac & Comm Serv		2	M	81				
Manager, Fac & Comm Serv		1	MM	73				
Field Services Superintendent		1	MM	73				
Field Services Project Supervisor		1	MM	61				
Management Analyst		1	MM	50				
Administrative Analyst		1	MM	35				
Sr. Administrative Assistant		2	T	48				
Administrative Assistant I/II		3	T	33	38			

Airport

Airport Supervisor		1	MM	40				

Animal Services

Animal Services Supervisor		1	CS	72				
Animal Services Officer		3	CS	46				
Administrative Assistant I/II		1	T	33	38			
Kennel Attendant		4	CS	17				

Building Maintenance

Senior Building Maintenance Worker		1	T	55				
Building Maintenance Worker		4	T	40				

Cemetery

Cemetery Manager		1	MM	58				
Cemetery Sales and Services Representative		1	T	58				
Cemetery Crew Leader		1	T	49				
Cemetery Caretaker I/II		2	T	26	31			

Code Enforcement

Code Enforcement Supervisor		1	MM	51				
Code Enforcement Officer I/II		3	T	40	55			
Adminstrative Assistant I/II		1	T	33	38			

Fleet Services

Fleet Services Supervisor		1	MM	53				
Sr. Administrative Assistant		1	T	48				
Sr. Equipment Mechanic		1	T	70				
Fire Mechanic		1	T	69				
Equipment Mechanic I/II		3	T	45	50			

Position Title	PT	FT	Unit	Range				
Fleet Parts Technician		1	T	35				

Parks and Trees

Field Services Supervisor		1	MM	51				
Senior Grounds Maintenance Worker		6	T	43				
Senior Grove Maintenance Worker		1	T	43				
Tree Trimmer I/II		4	T	33	43			
Grove Maintenance Worker		2	T	28				
Grounds Maintenance Worker I/II		13	T	23	28			
Maintenance Worker I/II		1	T	24	31			

Recreation/Senior Services

Recreation Supervisor		1	MM	49				
Recreation Coordinator		1	T	54				
Program Specialist		2	T	45				
Administrative Assistant I/II		1	T	33	38			
Program Aid I/II		7	T	5	9			

Solid Waste

Solid Waste Manager		1	MM	64				
Solid Waste Collections Supervisor		2	MM	42				
Solid Waste Route Coordinator		2	T	57				
Sr. Administrative Assistant		1	T	48				
Welder		1	T	47				
Recycling Coordinator		1	T	44				
Solid Waste Truck Driver		32	T	36				
Equipment Operator OIT/I/II		3	T	19	34	39		
Maintenance Worker I/II		7	T	24	31			

Streets

Field Services Supervisor		1	MM	51				
Electrician		1	T	46				
Senior Asphalt Worker		1	T	44				
Senior Street Maintenance Worker I/II		2	T	44	49			
Equipment Operator OIT/I/II		3	T	19	34	39		
Asphalt Worker		2	T	34				
Sign & Paint Worker		1	T	34				
Maintenance Worker I/II		3	T	24	31			

Part Time Positions

Program Aide	2		PT					
Cemetery Aid	1		PT					

Total Facilities and Community Services	***3***	***150***

Grant Funded Positions - City Manager's Office

Administrative Assistant I/II	1		T	33	38			

Position Title	PT	FT	Unit	Range				
Community Outreach Specialist	2		T	42				
Management Analyst	1		1	MM	50			

Total Full Time Positions	*598*
Total Part Time Positions	*34*
Total Grant Funded Positions	*4*
Total Authorized Positions	*636*

TOTAL POSITIONS	*636*

Section 3. In addition to the salary schedule set forth above, the compensation plan established by this resolution permits the City Manager to establish programs for incentive awards, length of service awards, pay for performance, and other methods of recognizing employee work performance.

Section 4. Resolution No.8650 of the City of Redlands is hereby rescinded effective February 17, 2025.

Adopted, approved and signed this 4th day of February, 2025.

_____

ATTEST: Mario Saucedo, Mayor, City of Redlands

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 4th day of February, 2025.

AYES:

NOES:

ABSENT:

ABSTAIN:

City Council Meeting **I. 8.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve lease agreements with the Trinity Community Foundation, also known as the Micah House, for properties located at 611 Chapel Street and 1006 Oxford Drive and determine that the approval of the agreements is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move that City Council determine that approval of these agreements is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the lease agreements between the City of Redlands and Trinity Community Foundation for properties located at 611 Chapel Street and 1006 Oxford Drive.

RECOMMENDATION:

Staff recommends that the City Council approve the lease agreements between the City of Redlands and Trinity Community Foundation for properties located at 611 Chapel Street and 1006 Oxford Drive and determine that the approval of the agreements is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Trinity Community Foundation (the “Foundation”) currently leases two city properties from which it operates its program, more commonly referred to as Micah House. The Foundation is requesting a renewal of the corresponding leases. The properties are located at 611 Chapel Street and 1006 Oxford Drive. The Micah House is a program of Trinity Community Foundation, a non-profit 501(c)(3) organization. The program consists of after-school education for the youth from 1st through 12th grades.

Micah House focuses on tutoring activities for at-risk and under-served children ages six through seventeen in high-crime and low-income areas. Activities developed for Micah House center on the educational, emotional, and social needs of these students. Services include assistance with homework, classroom-style tutoring, literacy education and character-building themes. Micah House also offers arts and crafts, bike restoration, gardening, a summer sewing program, and teaching valuable life skills. All services are free of charge.

The former lease agreements, executed on July 1, 2014, provided a five-year term with the flexibility for the tenant to renew the lease for an additional five years. Throughout this period, the facilities have been designated for educational purposes, recreational programs, and other activities as outlined in the lease.

Upon request from Trinity Community Foundation, the attached lease agreements will provide for the continued use of the facilities for the Micah House programs. The attached lease agreements for the properties include the following provisions:

- A term of five years with renewal options;
- Rent is established at $1.00 per year;
- Use of the premises shall be used for educational purposes, such as tutoring, counseling, mentoring and recreational programs;
- The tenant is responsible for payment of all utilities, including water, electricity, gas, solid waste, telephone and security;
- The tenant accepts the premises in their present condition;
- The tenant, at its own cost, shall maintain in good condition all portions of the premises; and
- The terms of the liability insurance reflect the city’s current requirements.

Furthermore, approval of the agreements with Trinity Community Foundation is exempt from environmental review pursuant to Section 15061(b)(3) of the State’s guidelines implementing the California Environmental Quality Act (CEQA) as the activity will not have a significant effect on the environment.

ALTERNATIVES:

The City Council can elect not to approve the agreements and provide alternative direction for staff.

STRATEGIC PLAN:
Not applicable

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	FY 2024-26
Revenue Generating:	Yes
Appropriation Required Y/N:	No
Amount:	$10.00

Discussion:

The amount received per year per agreement is one dollar. Both agreements run for an initial term of five (5) years.

Attachments

1006 Oxford Agreement
611 Chapel Agreement
C. Micah House Renewal Letter
D. Micah House Fact Sheet

RECORDING REQUESTED BY:
CITY OF REDLANDS

WHEN RECORDED RETURN TO:
CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

THIS SPACE FOR RECORDER'S USE ONLY)

LEASE AGREEMENT

This Lease is made this 4th day of February, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("Landlord"), and Trinity Community Foundation, a nonprofit, public benefit corporation ("Tenant"). Landlord, in consideration of the rent to be paid by Tenant and of the covenants to be kept and performed by Tenant under this Lease, hereby leases to Tenant, and Tenant, in consideration of the covenants to be kept and performed by Landlord under this Lease, hereby leases from Landlord the real property with APN: 0169-091-13-0000_located at 1006 Oxford Drive in Redlands, California as described in Exhibit "A" (hereinafter the "Premises").

ARTICLE 1. TERM OF AGREEMENT

Section 1.01. Initial Term. This Lease of the Premises shall be for an initial term of five (5) years commencing on the Effective Date of this Lease.

Section 1.02. Renewal Term. Tenant shall have the option of renewing this lease for one (1) additional five (5) year term (:Renewal Term") Tenant may exercise its option to renew by providing written notice to the Landlord not earlier than ninety (90) days and not later that forty-five (45) days prior to the expiration of the initial term. The Initial Term and Renewal Term are collectively referred to herein as the "Term" of this lease.

Section 1.003. Early Termination. Notwithstanding the Term of this Lease, either Party may terminate this Lease, without cause and without penalty, at any time by providing one (1) years prior written notice to the other Party. Such termination shall be effective at the end of the one-year notice period unless otherwise agreed in writing by both Parties. This intent of this provision is to allow for flexibility and adaptability in the time for Tenant and Landlord to plan for the termination of the Lease and vacation of the Premises.

ARTICLE 2. NOMINAL RENT

Section 2.01. Rent. Tenant shall pay to Landlord rent for the Premises each year during the Term in the sum of one dollar ($1.00) ("Rent"). The Rent shall be payable annually on or before

June 18th each year at the office of Landlord at 35 Cajon Street, Ste. 222, Redlands, California, or at any other place as Landlord may from time to time designate by written notice to Tenant.

ARTICLE 3. USE OF PREMISES

Section 3.01. Permitted Use. During the Term of this Lease, the Premises shall be used for operation of the Micah House Program for youth educational purposes, including but not limited to, tutoring, counseling, mentoring and recreational programs and activities for youth in 1st through 12th grades. Tenant shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord. Further, Tenant shall not use or permit the Premises, or any part thereof, for the storage of hazardous or toxic chemicals or substances, or for any similar purpose.

Section 3.03. Waste or Nuisance. Tenant shall not commit, or permit the commission of any waste or nuisance on the Premises. Tenant shall not maintain, commit, or permit the maintenance or commission, of any nuisance on the Premises as defined in Civil Code Section 3479, and Tenant shall not use or permit the use of the Premises for any unlawful purpose.

Section 3.04. Compliance with Laws. Tenant shall, at Tenant's own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, whether federal, state, county or municipal, relating to Tenant's use and occupancy of the Premises whether those statutes, ordinances, regulations and requirements are now in force or are subsequently enacted. Tenant shall defend, indemnify, and hold harmless Landlord and its elected and appointed officials, employees, and agents from and against any and all claims, losses and liability, including attorneys' fees for failure to comply with applicable laws relating to Tenant's use and occupancy of the Premises. The judgment of any court of competent jurisdiction, or the admission by Tenant in a proceeding brought against Tenant by any government entity, that Tenant has violated any statue, ordinance, regulation or requirement shall be conclusive as between Landlord and Tenant and shall constitute grounds for termination of this Lease by Landlord.

ARTICLE 4. UTILITIES

Section 4.01. Tenant's Obligation. Tenant shall pay and hold Landlord free and harmless from all charges for utilities to the Premises including but not limited to water, electricity, gas, solid waste, telephone and security. Tenant shall pay these utilities directly to provider of the service, and shall make payment as the charges become due and payable and in any event, before delinquency.

ARTICLE 5. ALTERATIONS AND REPAIRS

Section 5.01. Condition of Premises. Tenant accepts the Premises, as well as improvements located on the Premises, "as-is" and in their present condition.

Section 5.02. Maintenance by Tenant. Tenant at its cost shall maintain in good condition all portions of the Premises, including but not limited to the following:

1. The structural parts of the building and other improvements that are a part of the

Premises, which structural parts include the foundations, bearing and exterior walls (including glass and doors), subflooring and roof.

2. The electrical, plumbing and sewage systems, including those portions of the systems lying within the Premises.

3. Window frames, gutters and downspouts on the building and other improvements that are a part of the Premises.

4. Air conditioning, heating and ventilating systems servicing the Premises (air conditioning and heating filters are to be changed quarterly).

5. Interior maintenance and restrooms, including cleaning.

6. Tenant shall provide a written report to Landlord on or before March 15th of each calendar year that summarizes the necessary repairs or maintenance performed on the Premises by Tenant during the preceding calendar year, and the anticipated maintenance and capital improvements that may be completed during the then-current calendar year.

Upon five (5) days prior written notice, Landlord shall have the right to enter the Premises during a weekday, at reasonable times, for the purpose of determining whether the Premises are in good condition. Should an inspection disclose the need for maintenance or repairs, Landlord will provide Tenant with written notice of any items requiring repair or maintenance. If remedial action is not commenced on said items by Tenant within thirty (30) days from the provision of such notice and diligently pursued to completion thereafter, Landlord and its agents may enter the Premises and take whatever action is necessary to perform such maintenance or repairs and Tenant shall reimburse Landlord for the cost of such repairs as set forth in Section 6.04. The Tenant shall have the right to accompany all Landlord representatives on all such inspections of the Premises. Landlord shall conduct its activities on the Premises as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to the Tenant.

Section 5.03. Alterations and Liens. Tenant shall not make or permit any other person to make, any significant, structural alterations to the Premises or to any improvements on the Premises without the prior written consent of Landlord. Tenant shall keep the Premises free and clear from any and all liens, claims and demands for work performed, materials furnished, or operations conducted on the Premises. Tenant shall defend, indemnify, and hold harmless Landlord and its elected and appointed officials, employees, and agents from and against any and all claims, losses and liability, including attorneys' fees for any and all liens, claims and demands for work performed, materials furnished, or operations conducted on the Premises by or at the direction of Tenant. Furthermore, any and all alterations, additions and improvements and fixtures, except furniture and trade fixtures, made or placed in or on the Premises by Tenant or any other person shall, on expiration or earlier termination of this Lease, become the property of Landlord and remain on the Premises.

Section 5.04. Surrender of Premises. On expiration or earlier termination of this Lease, Tenant shall promptly surrender and deliver the Premises to Landlord in as good condition as at the date of this Lease, excluding reasonable wear and tear.

ARTICLE 6. DEFAULT, ASSIGNMENT AND TERMINATION

Section 6.01. Restriction Against Subletting or Assignment. Tenant shall not encumber, assign or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Premises or any of the improvements that may now or hereafter be constructed or installed on the Premises without first obtaining the express prior written consent of Landlord. Tenant shall not sublet the Premises or any part of the Premises or allow any other person, other than Tenant's students, agents, invitees and employees, to occupy the Premises or any part of the Premises without the prior written consent of Landlord. A consent by Landlord to one assignment, one subletting, or one occupation of the Premises by another person shall not be deemed to be a consent to any subsequent assignment, subletting or occupation of the Premises by another person. Any encumbrance, assignment, transfer or subletting without the prior written consent of Landlord, whether voluntary or involuntary, by operation of law or otherwise, is void and shall at the option of Landlord, immediately terminate this Lease.

Section 6.02. Default Defined. The occurrence of the following shall constitute a default and breach of this Lease by Tenant: (1) failure by Tenant to observe and perform any provision of this Lease to be observed or performed by Tenant after written notice of Tenant's failure to cure such default to Tenant as set forth in Section 6.03.

Section 6.03. Termination of Lease. In the event of any default by Tenant under this Lease, in addition to any other remedies available to Landlord under this Lease or in law or in equity, Landlord shall have the right to terminate this Lease and all rights of Tenant hereunder by giving written notice of the termination. However, prior to giving such written notice of termination, Landlord shall give Tenant written notice of the default and provide Tenant thirty (30) days to cure such default. If Tenant fails to cure the default within the thirty (30) days, then Landlord may proceed with the written notice of termination. No act of Landlord shall be construed as terminating this Lease except written notice given by Landlord to Tenant advising Tenant that Landlord elects to terminate this Lease.

Section 6.04. Landlord's Right to Cure Tenant Defaults. If Tenant breaches or fails to perform any of the covenants or provisions of this Lease, Landlord may, but shall not be required to, cure Tenant's breach. Any sum expended by Landlord, with the then maximum legal rate of interest, shall be reimbursed by Tenant to Landlord with the next due Rent payment under this Lease.

Section 6.05. Cumulative Remedies. The remedies granted to Landlord in this Lease shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter allowed by law or provided in this Lease.

Section 6.06. Non-Continuing Waiver. The waiver by Landlord of any breach by Tenant for any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Tenant whether of the same or another provision of this Lease.

ARTICLE 7. MISCELLANEOUS

Section 7.01. Force Majeure ; Unavoidable Delays. If the performance of any act required by this Lease to be performed by either Landlord or Tenant is prevented or delayed by reason of an

Act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations or any other cause except financial inability that is not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused. However, nothing contained in this section shall excuse the prompt payment of rent by Tenant required by this Lease or the performance of any act rendered difficult solely because of the financial condition of the party required to perform the act.

Section 7.02. Attorneys' Fees. If any action is commenced to enforce or interpret the terms or conditions of this Lease, the party prevailing in that action shall be entitled to, in addition to any costs and other relief that may be granted in the action, a reasonable sum as and for its attorney's fees in that action as determined by the court, including fees for a Party's use of in-house counsel.

Section 7.03. Interpretation. Both Parties have agreed to the language of this Lease. Therefore, any ambiguity in the Lease shall not be resolved by a rule of interpretation providing for construction against the creator of the ambiguity.

Section 7.04. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to the Parties to this Lease shall be in writing and be deemed duly served and given when personally delivered to the Party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage pre-paid, addressed to Tenant at 1551 Reservoir Road, Redland, California, 92374 or to Landlord at 35 Cajon Street, P.O. Box 3005, Redlands, California, 92373. Either Party, Tenant or Landlord, may change its address for the purpose of this section by giving written notice of that change to the other Party in the manner provided in this section.

Section 7.05. Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant respecting the Premises, the leasing of the Premises to Tenant, and the Term created under this Lease, and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the Premises or their leasing by Landlord to Tenant not expressly set forth in this instrument are null and void. This Lease may be amended only by written agreement signed by the Parties.

Section 7.06. Possessory Interest. Tenant shall pay any and all taxes and assessments which may, during the term of this Lease, be levied or assessed on the personal property or business owned by Tenant and located on the Premises. Tenant acknowledges and agrees that, in accordance with California Revenue and Tax Code Section 107.6, the Premises may be subject to property taxation and that Tenant may be deemed to have a possessory interest in such property and may be subject to the payment of property taxes levied on such interest unless an applicable exemption exists.

Section 7.07. Assignment. Tenant shall not assign this Lease, or any interest in it, without prior written consent of Landlord. Consent to any one assignment by Landlord shall not be deemed consent to any subsequent assignment. Any such assignment without the prior written consent of Landlord shall be void, and shall at Landlord's option terminate this Lease. Tenant's interest in this Lease shall not be assignable by operation of law, without the written consent of Landlord.

Section 7.08. Hold Harmless, Defense Obligation and Indemnity. Tenant shall defend, indemnify and hold Landlord, and Landlord's elected officials, officers, employees, free and harmless from and against any and all losses, claims, damages, actions, causes of action, costs, property damage and injuries, including death, and any attorneys' fees, arising out of or in connection with Tenant's, and its employees', agents' and invitees' use or occupancy of the Premises and its programming and services including any attendant activities undertaken by any of them during the term of this Lease.

Section 7.09. Non-Discrimination. Tenant shall comply with all applicable local, state and federal requirements in providing non-discriminatory services and programming on the Premises during the term of the Lease.

Section 7.10. Indemnity. Tenant shall defend, indemnify and hold Landlord and Landlord's elected and appointed officials, employees and agents harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the Tenant, its employees, contractors, invitees or agents, except to the extent such claims or damages may be due to or caused by the sole negligence or willful misconduct of the Landlord and Landlord's elected and appointed officials, employees and agents. The obligations under this Section shall survive the expiration or termination of this Lease.

Section 7.11. Insurance. Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises as shown in Exhibit B. The cost of such insurance shall be borne by the Lessee.

Executed on this 4th day of February, 2025, at Redlands, California.

CITY OF REDLANDS	TRINITY COMMUNITY FOUNDATION
_____	_____
Mario Saucedo, Mayor	Scott Clayton, Treasurer

ATTEST:

_____

Jeanne Donaldson, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

- TRACT 6904 LOT 20 TRACT NO 6904 LOT 20

EXHIBIT B
MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **$1,000,000** per occurrence or claim.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **$1,000,000** per accident for bodily injury or disease. (This applies to lessees with employees).

4. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

5. **Public Liability Insurance:** Tenant shall secure and maintain throughout the Term of this Lease public liability insurance in the amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate, for bodily injury and property damages issued by a responsible insurance company licensed to do business in the State of California and acceptable to Landlord. Tenant shall require the carriers of the above required coverage to waive all rights of subrogation against Landlord and its elected officials, officers, employees, agents and volunteers.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage
For any claims related to this contract, the **Lessee's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy
The Lessee may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Legal Liability Coverage
The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation
Lessee hereby grants to Entity a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Entity by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Lessee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 [fill in the amount for your comfort level for the specific Lessee and job – it could be much higher, or in the case of a very small Lessee, you might want it lower] unless approved in writing by Entity. Any and all deductibles and SIRs shall be the sole responsibility of Lessee who procured such insurance and shall not apply to the Indemnified Additional Insured Parties.

Entity may deduct from any amounts otherwise due Lessee to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Lessee shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Risks or Circumstances
Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

RECORDING REQUESTED BY:
CITY OF REDLANDS

WHEN RECORDED RETURN TO:
CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

THIS SPACE FOR RECORDER'S USE ONLY)

LEASE AGREEMENT

This Lease is made this 4th day of February, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("Landlord"), and Trinity Community Foundation, a California nonprofit public benefit corporation ("Tenant"). Landlord, in consideration of the rent to be paid by Tenant and of the covenants to be kept and performed by Tenant under this Lease, hereby leases to Tenant, and Tenant, in consideration of the covenants to be kept and performed by Landlord under this Lease, hereby leases from Landlord the real property with APN: 0170-082-09-0000located at 611 Chapel Street in Redlands, California, as described in Exhibit "A" (the "Premises").

ARTICLE 1. TERM OF AGREEMENT

Section 1.01. Initial Term. This Lease of the Premises shall be for an initial term of five (5) years commencing on the Effective Date of this Lease.

Section 1.02. Renewal Term. Tenant shall have the option of renewing this lease for one (1) additional five (5) year term (:Renewal Term") Tenant may exercise its option to renew by providing written notice to the Landlord not earlier than ninety (90) days and not later that forty-five (45) days prior to the expiration of the initial term. The Initial Term and Renewal Term are collectively referred to herein as the "Term" of this lease.

Section 1.03. Early Termination. Notwithstanding the Term of this Lease, either Party may terminate this Lease, without cause and without penalty, at any time by providing one (1) years prior written notice to the other Party. Such termination shall be effective at the end of the one-year notice period unless otherwise agreed in writing by both Parties. This intent of this provision is to allow for flexibility and adaptability in the time for Tenant and Landlord to plan for the termination of the Lease and vacation of the Premises.

ARTICLE 2. NOMINAL RENT

Section 2.01. Rent. Tenant shall pay to Landlord rent for the Premises each year during the Term in the sum of one dollar ($1.00) ("Rent"). The Rent shall be payable annually on or before

June 18th each year at the office of Landlord at 3 5 Cajon Street, Ste. 222,Redlands, California, or at any other place as Landlord may from time to time designate by written notice to Tenant.

ARTICLE 3. USE OF PREMISES

Section 3.01. Permitted Use. During the Term of this Lease, the Premises shall be used for operation of the Micah House Program for youth educational purposes, including but not limited to, tutoring, counseling, mentoring and recreational programs and activities for youth in 1st through 12th grades. Tenant shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord. Further, Tenant shall not use or permit the Premises, or any part thereof, for the storage of hazardous or toxic chemicals or substances, or for any similar purpose.

Section 3.03. Waste or Nuisance. Tenant shall not commit, or permit the commission of any waste or nuisance on the Premises. Tenant shall not maintain, commit, or permit the maintenance or commission, of any nuisance on the Premises as defined in Civil Code Section 3479, and Tenant shall not use or permit the use of the Premises for any unlawful purpose.

Section 3.04. Compliance with Laws. Tenant shall, at Tenant's own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, whether federal, state, county or municipal, relating to Tenant's use and occupancy of the Premises whether those statutes, ordinances, regulations and requirements are now in force or are subsequently enacted. Tenant shall defend, indemnify, and hold harmless Landlord and its elected and appointed officials, employees, and agents from and against any and all claims, losses and liability, including attorneys' fees for failure to comply with applicable laws relating to Tenant's use and occupancy of the Premises. The judgment of any court of competent jurisdiction, or the admission by Tenant in a proceeding brought against Tenant by any government entity, that Tenant has violated any statue, ordinance, regulation or requirement shall be conclusive as between Landlord and Tenant and shall constitute grounds for termination of this Lease by Landlord.

ARTICLE 4. UTILITIES

Section 4.01. Tenant's Obligation. Tenant shall pay and hold Landlord free and harmless from all charges for utilities to the Premises including but not limited to water, electricity, gas, solid waste, telephone and security. Tenant shall pay these utilities directly to provider of the service, and shall make payment as the charges become due and payable and in any event, before delinquency.

ARTICLE 5. ALTERATIONS AND REPAIRS

Section 5.01. Condition of Premises. Tenant accepts the Premises, as well as improvements located on the Premises, "as-is" and in their present condition.

Section 5.02. Maintenance by Tenant. Tenant at its cost shall maintain in good condition all portions of the Premises, including but not limited to the following:

1. The structural parts of the building and other improvements that are a part of the Premises, which structural parts include the foundations, bearing and exterior walls

(including glass and doors), subflooring and roof.
2. The electrical, plumbing and sewage systems, including those portions of the systems lying within the Premises.
3. Window frames, gutters and downspouts on the building and other improvements that are a part of the Premises.
4. Air conditioning, heating and ventilating systems servicing the Premises (air conditioning and heating filters are to be changed quarterly).
5. Interior maintenance and restrooms, including cleaning.
6. Tenant shall provide a written report to Landlord on or before March 15th of each calendar year that summarizes the necessary repairs or maintenance performed on the Premises by Tenant during the preceding calendar year, and the anticipated maintenance and capital improvements that may be completed during the then-current calendar year.

Upon five (5) days prior written notice, Landlord shall have the right to enter the Premises during a weekday, at reasonable times, for the purpose of determining whether the Premises are in good condition. Should an inspection disclose the need for maintenance or repairs, Landlord will provide Tenant with written notice of any items requiring repair or maintenance. If remedial action is not commenced on said items by Tenant within thirty (30) days from the provision of such notice and diligently pursued to completion thereafter, Landlord and its agents may enter the Premises and take whatever action is necessary to perform such maintenance or repairs at Tenant's expense, and Tenant shall reimburse Landlord for the cost of such repairs as set forth in Section 6.04. The Tenant shall have the right to accompany all Landlord representatives on all such inspections of the Premises. Landlord shall conduct its activities on the Premises as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to the Tenant.

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Section 7.10. Indemnity. Tenant shall defend, indemnify and hold Landlord and Landlord's elected and appointed officials, employees and agents harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the Tenant, its employees, contractors, invitees or agents, except to the extent such claims or damages may be due to or caused by the sole negligence or willful misconduct of the Landlord and Landlord's elected and appointed officials, employees and agents. The obligations under this Section shall survive the expiration or termination of this Lease.

Section 7.11 Insurance. Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises as shown in Exhibit B. The cost of such insurance shall be borne by the Lessee.

Executed on this 4th day of February, 2025, at Redlands, California.

CITY OF REDLANDS	TRINITY COMMUNITY FOUNDATION
_____	_____
Mario Saucedo, Mayor	Scott Clayton, Treasurer

ATTEST:

_____

Jeanne Donaldson, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

- LUGONIA HEIGHTS LOTS 15 AND 16 BLK 8

EXHIBIT B
MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **$1,000,000** per occurrence or claim.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **$1,000,000** per accident for bodily injury or disease. (This applies to lessees with employees).

4. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

5. **Public Liability Insurance:** Tenant shall secure and maintain throughout the Term of this Lease public liability insurance in the amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate, for bodily injury and property damages issued by a responsible insurance company licensed to do business in the State of California and acceptable to Landlord. Tenant shall require the carriers of the above required coverage to waive all rights of subrogation against Landlord and its elected officials, officers, employees, agents and volunteers.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).***Primary Coverage***

For any claims related to this contract, the **Lessee's insurance coverage shall be primary and**

non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy
The Lessee may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Legal Liability Coverage
The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation
Lessee hereby grants to Entity a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Entity by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Lessee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 [fill in the amount for your comfort level for the specific Lessee and job – it could be much higher, or in the case of a very small Lessee, you might want it lower] unless approved in writing by Entity. Any and all deductibles and SIRs shall be the sole responsibility of Lessee who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Entity may deduct from any amounts otherwise due Lessee to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss

Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Lessee shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Risks or Circumstances
Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

September 1, 2024

City of Redlands
Attn: Redlands City Council

For 23 years, Micah House has served as a beacon of hope for the next generation in Redlands. Micah House began as a partnership with the City of Redlands at the request of the Redlands Police Chief in 2001 to meet the needs of at-risk children in high-crime, low-income neighborhoods north Redlands. I am writing to formally express our interest in renewing our lease agreement with the City of Redlands on the Micah House properties at 1006 Oxford Drive and 611 Chapel Street, so that together we can continue to be a stable and positive influence in the lives of children and their families.

Micah House is located intentionally in neighborhoods where at-risk populations reside. The children served by Micah House share several characteristics. They tend to be **(1) low income, (2) without adult supervision after school, (3) struggling academically, (4) at high risk for crime, teen pregnancy, alcohol/drug use, poor health/nutrition, and (5) dropping out of school.** The Redlands Police Department identified the need for our presence in these two high-crime, low-income, ethnic minority neighborhoods. See attached for specific statistics on our population base.

Each school year, Micah House serves **70+ students on a daily basis**. Our elementary and teen program run out of our Oxford Drive location, while special events and enrichment programs run out of our Chapel Street location. Students receive homework help, targeted literacy education, character building experiential learning, recreational activities, computer skills, and art instruction. Staff and trusted volunteers provide a helping hand in the areas of students' greatest need, all at **no cost to families**.

In partnership with the City of Redlands and the Redlands Police department, we host the Back2School Jam at our Chapel Street location. This community event brings educational support as well as opportunities for positive interactions with law enforcement and community leaders. This year, **900 backpacks filled with school supplies** were given out to students in need and **31 community organization**s shared resources with kids and families.

In recent years, Micah House's teen program (middle and high school) has grown exponentially. This program focuses on building healthy friendships and community. Staff and volunteers invest in students' lives and help them navigate the challenges at school and home while continuing to provide a safe quiet place for homework help and training in life-skills such as healthy choices and time management. These elements are key in bridging the gaps in education caused by distance learning and helping kids succeed academically, socially, and emotionally.

Since 2001, Micah House has served hundreds of students and families by **(1) providing a safe place for at-risk children after school, (2) working with families to positively influence the surrounding neighborhoods, and (3) supporting the public-school teachers' efforts by helping students with daily assignments and literacy.**

Our partnership with the City of Redlands, allows students to continue to thrive.

A renewal of the lease on the Micah House properties is critical to ensure that Micah House continues to be a stable presence in Redlands' most vulnerable neighborhoods and make a difference in the next generation. I look forward to your response.

For the next generation,

Alison

Alison Anderson
Executive Director
aanderson@micahhouseredlands.org

Trinity Community Foundation, dba Micah House
1551 Reservoir Rd. | Redlands, CA 92374 | (909) 747-1440 | www.MicahHouseRedlands.org

MICAH HOUSE QUICK FACTS

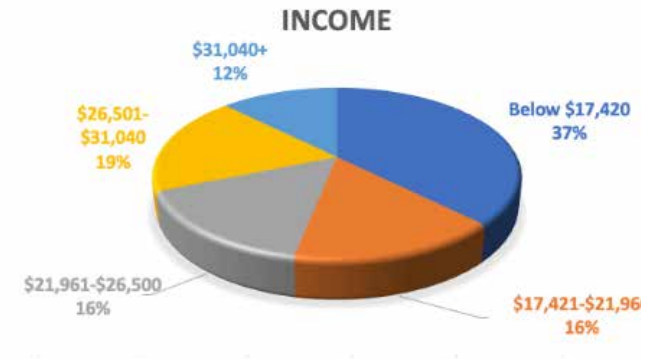
100%
OF STUDENTS SERVED LIVE BELOW FEDERAL POVERTY LINE

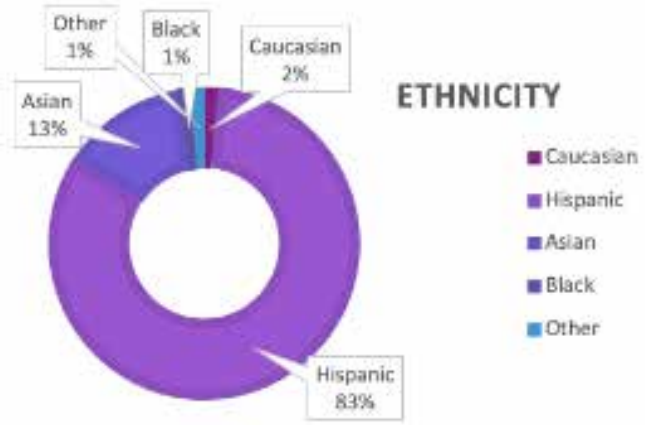
$0
PAID BY FAMILIES FOR TUTORING, LITERACY EDUCATION, AND HOMEWORK HELP

23
YEARS SERVING THE COMMUNITY SINCE 2001

69
STUDENTS LIVES CHANGING EACH DAY

900
BACKPACKS WITH SCHOOL SUPPLIES GIVEN IN 2024



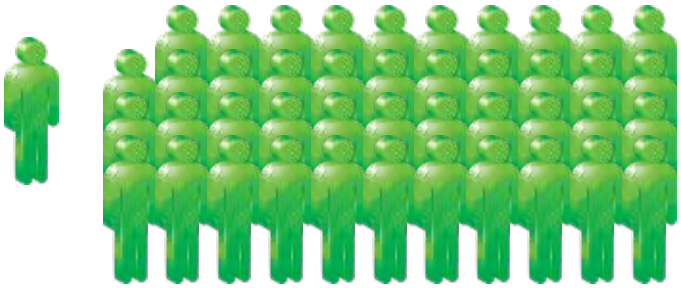


2 LOCATIONS

OXFORD DRIVE DAILY PROGRAM

CHAPEL STREET ENRICHMENT &EVENTS

4 PART-TIME STAFF



120
VOLUNTEERS CONSIT OF COMMUNITY MEMBERS & UNIVERSITY OF REDLANDS STUDENTS

City Council Meeting **I. 9.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Agreement for Services with the Ecology Center to join their Market Match program, providing $1,808 in nutrition incentives. Additionally, authorize an additional appropriation of $2,432.25 and approve an in-kind services grant match valued at $5,616.91 and determine that approval of the Agreement with Ecology is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15301 (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that the staff's recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine that approval of the Agreement with Ecology is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15301, and
2. I move that the City Council approve the Agreement for Services with the Ecology Center to participate in their Market Match Program.
3. I move to approve an additional appropriation of $2,432.25 and approve an in-kind service grant match of $5,616.91.

RECOMMENDATION:

Staff recommends that the City Council approve the Agreement for Services with the Ecology Center, to participate in their Market Match Program, approve an additional appropriation of $2,432.25, and approve an in-kind service grant match of $5,616.91. In addition, staff recommends that the City Council determine that the approval of the Agreement is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15301.

DISCUSSION:

The Federal Supplemental Nutrition Assistance Program (SNAP), called CalFresh in California and occasionally referred to as "food stamps," is the largest food assistance program in the nation. Market Match, administered through the Ecology Center, is California's SNAP healthy food incentive program, which matches customers' nutrition assistance benefits, like CalFresh and WIC at farmers' markets. The matching funds allow SNAP recipients to buy more fruits and vegetables from eligible farmers' markets such as the Redlands Certified Farmers Markets. Market Match empowers qualifying shoppers to make healthy food choices by overcoming financial barriers. The program intends to encourage job creation, local economic development, and civic engagement by leveraging the benefits of farmers' markets for a broader community.

The City is partnering with the Ecology Center to participate in their Market Match program to distribute nutrition incentives to SNAP customers at Redlands Farmers Market, funded by the California Department of Food and Agriculture Grant awarded to the Ecology Center. Market Match incentives provide a dollar-for-dollar match (for each SNAP benefit spent, the customer receives one dollar of Market Match incentive, up to $10.00), per market day.

An in-kind match of $5,616.91 will be fulfilled through staff time at the market, distributing and redeeming the SNAP EBT and Market Match incentives, and administering the grant. The term of this grant is from January 1, 2025, through May 31, 2025. From 2017 through 2024, the City Council has approved accepting Market Match grant funds for use at the City's Certified Farmers Markets.

If approved, the grant funds for the seventh year will be dedicated to continuing the Market Match incentive program, including advertising for customer outreach, incentives distributed to participants, and program administration for data tracking and incentive distribution at the market.

The proposed agreement is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines. This exemption applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private facilities involving negligible or no expansion of the existing use. The activities outlined in this agreement fall within these parameters, and no further environmental review is required.

ALTERNATIVES:

City Council may elect not to participate in the California Market Match Program at this time.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Dave Jaffe, Recreation Supervisor

Fiscal Impact

Fiscal Year:	FY 2024-26
Revenue Generating:	Yes
Appropriation Required Y/N:	Y
Amount:	$2,432.25

Discussion:

This grant will provide total funds in the amount of $2,432.25. Of this total, $624.25 will be used towards promoting and administering the program and $1,808.00 will be used towards incentives. The City is required to provide match of $5,616.91of in-kind services.

Attachments

A. MOU
B. Agreement
C. Appropriation

Memorandum of Understanding
Between the California Department of Food and Agriculture and

_____

Program Summary

The California Nutrition Incentive Program (CNIP) is a statewide program that provides nutrition incentives to CalFresh (federally known as SNAP) shoppers at certified farmers' markets and small businesses throughout the state of California. CNIP is administered by the California Department of Food and Agriculture's (CDFA) Office of Farm to Fork through competitive grants awarded to non-profits, small businesses and farmers' markets. CNIP was established by California Assembly Bill 1321 (Chapter 442, Statutes of 2015).

CNIP incentives are offered to increase the purchase of California grown fresh fruits and vegetables by CalFresh shoppers.

CDFA is a grantee of the Gus Schumacher Nutrition Incentive Program (GusNIP), which is administered by the United States Department of Agriculture's National Institute of Food and Agriculture (NIFA) and Food and Nutrition Service (FNS). GusNIP is authorized by Section 4205 of the Agricultural Improvement Act of 2018 amended section 4405 of the Food, Conservation, and Energy Act of 2008 ("FCEA") (7 U.S.C. 7517). The authority to administer this program was delegated to the Director of NIFA through the Under Secretary for Research, Education, and Economics (REE) (see 79 FR 44101 (July 30, 2014).

The Ecology Center is one of CDFA's subgrantees on this project and has contracts in place with many of the farmers markets, farmers' market associations, CSAs, farms stands, and stores participating in CNIP.

This Memorandum of Understanding does not supersede either CDFA's grants agreement with the Ecology Center nor the Ecology Center's contract with _____ (market or "firm"), the "Firm". This MOU outlines specific requirements of _____ (market or "firm") and CDFA, but _____ (market or "firm") is still subject to additional requirements outlined in its contract with the Ecology Center and grant with CDFA.

Firm/Market Information

Name of Firm (including any other names the firm does business under): City of Redlands

Mailing Address of Market Operator: P.O. Box 3005 Redlands, Ca 92373

Site Name #1 Saturday Monring Market
Address Redlands Blvd (Between 5th and 6th street)
Cross Street 5th Street
City Redlands
Zip Code 92373
County San Bernardino County
Phone 909-798-7572
Months of Operation January - November
Day(s) of Operation Saturday
Start Time 9:00 a.m.
End Time 1:00 p.m.
FNS Number 0428832

Site Name #2 _____
Address _____
Cross Street _____
City _____
Zip Code _____
County _____
Phone _____
Months of Operation _____
Day(s) of Operation _____
Start Time _____
End Time _____
FNS Number _____

Site Name #3 _____
Address _____
Cross Street _____
City _____
Zip Code _____
County _____
Phone _____
Months of Operation _____
Day(s) of Operation _____
Start Time _____
End Time _____
FNS Number _____

Expected starting date of participation in CDFA's GusNIP project: January 1, 2025
Expected ending date of participation: December 31, 2027
Incentives being offered: CalFresh shoppers spending their CalFresh (SNAP) benefits will receive incentives for the purchase of California grown fresh fruit and vegetables.

Firm Responsibilities
Data: The firm will provide CDFA and/or its affiliates the Ecology Center and the Nutrition Policy Institute with all the incentive transaction related data necessary for a robust evaluation of the grant project. This data will also be shared with the National Institute of Agriculture and the Food and Nutrition Service as part of the GusNIP grant.

GusNIP and SNAP rules: The firm will follow all relevant GusNIP and SNAP rules including, but not limited to, the following:

- The firm will only accept incentives for California grown fresh fruits and vegetables
- The firm will never accept incentives for ineligible products (i.e., non-food, alcohol, tobacco, or hot food products)
- The firm will never exchange incentives for cash;
- The firm will never provide cash or SNAP EBT change for incentives
- The firm will never accept incentives from individuals known not to be legally entitled to possess incentives
- The firm will never accept incentives to pay credit accounts
- The firm will never knowingly provide false information of a substantive nature regarding their participation in the grant project

Any failure to abide by GusNIP and SNAP rules may result in SNAP disqualification, civil money penalties, and/or criminal penalties. Failure to abide by GusNIP grant program rules may result in rescission, in whole or in part, of the grant funds.

CDFA Responsibilities
CDFA, as the primary GusNIP grantee, is responsible for overseeing firms participating in their grant project to ensure that SNAP and GusNIP rules are followed and will be held responsible for instances of noncompliance that occur at any of the participating firms.

Breach
The Firm may be in material breach under this MOU if it fails to comply with any term of this MOU, GusNIP, or SNAP rules. In the event of a material breach, CDFA shall provide a written notice of breach to the Firm and any course of action required to cure the breach.

Termination
This agreement may be terminated by either party prior to the intended date of termination by written notice. If any action is taken to terminate, in whole or in part, CDFA's primary grant agreement with the Ecology Center, or the Ecology Center's contract with _____ (market or "firm"), this MOU is no longer valid as _____ (market or "firm") is no longer authorized to participate in CDFA's GusNIP grant.

Firm (_____):
Name: _____
Phone: _____
Authorized Signature: _____
Date: _____

Ecology Center:
Name: _____
Authorized Signature: _____
Date: _____

California Department of Food and Agriculture (federal GusNIP grantee):
Name: _____
Authorized Signature: _____
Date: _____

AGREEMENT FOR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by the Ecology Center, a nonprofit public benefit corporation organized under the laws of the State of California with offices at 2530 San Pablo Avenue, Berkeley, California, 94702 and the City of Redlands, a municipal corporation with offices at 35 Cajon Street, Suite 4, Redlands, CA 92373 (hereafter "Contractor," and together with the Ecology Center, the "Parties"). The Ecology Center enters into this Agreement to carry out a portion of its California Nutrition Incentive Program ("CNIP") Grant Agreement with the California Department of Food and Agriculture- ("CDFA") grant contract number 22-1464-001-SF.

WHEREAS, Contractor has the required capacity to provide the services sought by the Ecology Center; and

WHEREAS, Ecology Center wishes to utilize Contractor's services and abilities during the term of this Agreement, and Contractor is willing to offer such services upon the terms and conditions contained in this Agreement;

NOW THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. Term, Engagement, and Services: This Agreement is effective as of **January 1, 2025 and terminates on May 31, 2025** unless terminated earlier as provided herein. During the term of this Agreement, the Ecology Center hereby engages Contractor and Contractor hereby agrees to serve the Ecology Center, as an independent contractor and not as an employee or agent of the Ecology Center. Contractor shall be available to work for reasonable periods of time to perform the scope of services and provide deliverables according to the budget and schedule as set forth in Attachment A: Budget, Attachment B: Scope of Work, and Attachment C: Debarment Certification Form (the "Services"), included with and hereby made a part of this agreement. Either party to this Agreement may terminate this Agreement at any time, with or without cause, by giving the other party thirty (30) days written notice. Should Contractor default in the performance of this Agreement or materially breach any of its terms, the Ecology Center at its option, may terminate this Agreement effective immediately upon giving written notice to Contractor stating the reason for the termination of this Agreement.

   Contractor's original grant proposal and any revisions thereto, including all supplemental documentation provided by contractor to document grant deliverables, match, and incentives to be distributed, is incorporated by reference as a part of this agreement.

2. Compliance with Terms of the Ecology Center Grant CDFA Agreement 22-1464-001-SF: Contractor agrees to comply with all terms and conditions applicable to the Ecology Center's Grant Agreement with 22-1464-001-SF. Contractor also agrees to comply with all applicable Federal and State regulations, including but not limited to, the Code of Federal Regulations (2CFR 230, 2CFR 200), Research Terms and Conditions (06/11) and NIFA Agency Specific Terms and Conditions (10/14) at https://www.nifa.usda.gov/grants/regulations-and-guidelines/federal-regulations; General Provisions found in Title 2: 2CFR Part 400; 2 CFR Part 415; 2 CFR Part 416; 2 CFR Part 418; 2 CFR Part 422; 7 CFR 3015, 3016, 3019, Title 7: 7 CFR Part 3430, and allowable cost principles found in 2 CFR 220, 225, and 230 or Federal Acquisition Regulation 48 CFR 31.2 – all incorporated by reference and found at http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR Contractor also agrees to comply with the provisions of the Fair Employment and Housing Act (Gov. Code 12990 (a-f) and the applicable regulations promulgated there under California Code of Regulations, Title2, Section 7285.

   Ecology Center may withhold payment of funds for expenses deemed unallowable by CDFA. In the event that it is determined by the Ecology Center that a contractor has been paid for work and expenses that are deemed unallowable, Contractor will be required to refund to the Ecology Center all grant funds which were disbursed to the Contractor for unallowable expenses.

3. Compensation, Project Expenses, and Payment Terms: A budget that is agreed to by both parties is attached to this Agreement as Attachment A. Total expenses for Services, excluding incentives, shall not exceed $624.25. Contractor agrees to distribute $1,808.00 in incentives on SNAP/CalFresh purchases as set forth in Attachment B. Total payment for Services and Incentives distribution under this Agreement shall not exceed $**2432.25.**

   Contractor may only distribute incentives at outlets that have been approved for participation by USDA's Food and Nutrition Services (FNS) via a Memorandum of Understanding (MOU). A signed MOU between CDFA and each outlet must be reviewed and approved by CDFA prior to the outlet's participation. Distributing incentives at outlets not approved by CDFA is a violation of this contract and Contractor will be required to repay grant funds for incentives distributed through unauthorized outlets.

   Any changes to the attached budget must be agreed to in writing by the Ecology Center prior to Contractor incurring costs exceeding the original budgeted amount of any line item. Contractor is entitled to reimbursement for reasonable expenses to the extent that

such expenses are budgeted, necessary for the performance of the Services under this Agreement, and are considered allowable costs under applicable Federal and State regulations as outlined and noted in Section 2 of this contract agreement. Monthly invoices and back-up documentation shall be e-mailed in the provided Excel formats and submitted by the 7th day of the month following the reporting/invoicing month to receive payment within thirty (30) days of the Ecology Center's receipt of the invoice and all required backup documentation, with the exception that in no case shall the Contractor receive payment prior to the Ecology Center's receipt of payment from CDFA for the period billed.

Monthly invoices must be submitted using the invoice, timesheet and mileage tracking templates provided by the Ecology Center and must adhere to all procedures and policies as required by the Ecology Center. Invoicing documents must include the dates and hours worked and the nature of the work performed in the description. Contractor shall attach original or scanned copies of receipts for all expenses billed under this Agreement. All original receipts, invoices, and other back-up documentation must be retained by the Contractor and kept on file, available on request for audit purposes. The invoice and all required documentation must be submitted before a payment will be processed. The Ecology Center may withhold payment on an invoice until all required information or documentation has been provided by Contractor. Monthly progress reports are due by the 7th day of the month following the reporting month. Monthly reports must include a description of the amount of incentives distributed by market/site for the reporting month.

4. Independent Contractor: Contractor and the Ecology Center agree that Contractor is, and shall be, an independent contractor and not an employee or agent of the Ecology Center. Nothing in this Agreement shall be interpreted or construed as creating the relationship of employer and employee between the Ecology Center and Contractor and/or Contractor's approved employees or subcontractors.

Contractor is responsible for all applicable legal and governmental obligations as an independent contractor, including, without limitation, all business licenses, worker's compensation and liability insurance requirements and the withholding and transmittal of all fees and taxes. Contractor shall not be an agent of the Ecology Center and shall not have any authority to sign agreements for the Ecology Center or to bind the Ecology Center to any agreements or other obligations.

Any agreement to be executed for the Ecology Center shall be presented to and be signed by a duly authorized representative of the Ecology Center.

It is expected that Contractor will work directly with the Ecology Center in

performing the Services. However, if Contractor wishes to hire subcontractors in performance of the Services, Contractor must obtain the prior written consent of the Ecology Center and, in that event: (i) each approved subcontractor must agree to terms consistent with the terms of this Agreement; (ii) approved subcontractors shall be Contractor's sole responsibility; and (iii) Contractor shall be solely responsible for the approved subcontractors' compensation and for compliance with all applicable legal and tax requirements.

5. Taxes: If Contractor, or Contractor's organization, is not incorporated, the Ecology Center will inform Contractor of the total amount of payments made to Contractor on a calendar year basis during January of the following year and report such payments as required by law. Contractor shall be responsible for complying with all applicable national and local employment, income and other tax laws.

6. Indemnification: Contractor agrees to protect, indemnify, defend and hold harmless the Ecology Center and its directors, officers, employees and agents from and against any and all claims, demands, actions, judgments, fines, penalties, liabilities, losses, settlements, taxes, damages, injuries, costs or expenses (including, without limitation, attorneys' fees and all other fees and costs incurred in investigating or defending any claim or action), either directly or indirectly, which may be asserted against any of the foregoing persons by Contractor, Contractor's employees, agents or subcontractors, or third parties, in any manner related to, arising out of or resulting from:

   (a) Contractor's performance of the Services under this Agreement;
   (b) any failure of Contractor to perform its obligations under this Agreement;
   (c) any claim that the Services and/or Deliverables infringe the intellectual property rights of a third person;
   (d) any acts of Contractor beyond the scope of its authority under this Agreement;
   (e) any negligence, willful misconduct or other wrongful acts or omissions of Contractor, its employees, agents or subcontractors;
   (f) any injury, damage or death to Contractor, its employees, agents, subcontractors, partners or other representatives; or
   (g) any injury, damage or death to any third party.

7. Representations and Warranties: Contractor represents and warrants that: (a) Contractor has the full power to enter into and perform this Agreement and to make the grant of rights contained herein; (b) all Services performed hereunder shall be performed in accordance with the Ecology Center's specifications and requirements and with all necessary care, skill and diligence; (c) the Deliverables will meet the description of Deliverables set forth in Attachment B; (d) upon delivery of each Deliverable, the Ecology Center will have marketable title to such Deliverable, free and clear of all liens and encumbrances; and (e) the use of the Deliverables for the purposes intended will not

infringe upon or violate any rights of privacy, publicity, patents, copyrights or any other rights of any nature of any third party.

8. Confidentiality: Contractor acknowledges that Contractor will have access to proprietary and confidential information in order to perform specific duties and provide the Services. Contractor warrants that Contractor will not use or disclose any information received or obtained by Contractor in connection with Contractor's performance of the Services except as necessary to perform the Services. Contractor shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of the Ecology Center's information as Contractor employs with respect to its own Confidential Information of a like importance. This warranty shall not apply in any instance where the Ecology Center has expressly directed Contractor, in writing, to disclose information to a third party.

9. Legal Compliance: The laws of the State of California shall govern the interpretation of this Agreement. Any action to enforce this Agreement shall be brought in the Superior Court for the County of Alameda or in the U.S. District Court for the Northern District of California, San Francisco, California.

10. Assignment: Contractor may not assign, delegate or subcontract neither this Agreement nor any of its rights, duties or obligations under this Agreement without the prior written consent of the Ecology Center. Any purported assignment or delegation not consented to by the Ecology Center shall be void at the Ecology Center's option and shall constitute a material breach of this Agreement.

11. Amendments and Waivers: Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both Parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

12. Notices: All notices required under this Agreement will be delivered in writing to the recipient's contact designated in the first paragraph of this Agreement, or to such other contact as designated in writing from time to time. Notices shall be by hand delivery, nationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

13. Records: All financial records and documentation pertaining to this contract, including incentives and match expenses, will be maintained for three years after the completion of the grant period, Dec 31, 2027. All original expense receipts,

invoices, and other back-up documentation must be retained by the Contractor and kept on file, available on request for audit purposes.

If any provision of this Agreement is prohibited or is unenforceable, said provision shall be ineffective to the extent of such prohibition or unenforceability, without invalidating any of the remaining provisions of this Agreement.

This Agreement contains the entire agreement of the Parties and supersedes any and all previous agreements, which may have been made, whether orally or in writing.

WHEREFORE, the Parties have executed this Agreement as of the date(s) set forth below.

The Ecology Center

Signed:

Martin Bourque, Executive Director

Date: December 13, 2024

City of Redlands

Name of Contracting Organization

Signed:_____

Mario Saucedo, Mayor

Printed Name: Mario Saucedo

Date: 2/4/25

City of Redlands

MARKET MATCH BUDGET: JAN 1, 2025 - May 31, 2025

SECTION A: SALARIED PERSONNEL (DO NOT INCLUDE VOLUNTEERS)

PERSONNEL TITLE	NAME OF PERSONNEL PERFORMING WORK	PERSONNEL SALARY	PERCENT ALLOCATED ON PROJECT	CAL. MONTHS ON PROJECT	FRINGE RATE (IF APPLICABLE)	EXPENSE TOTAL (SAL & FB)	GRANT FUNDS	NON-FEDERAL MATCH	TOTAL	BUDGET JUSTIFICATION (NARRATIVE)	MATCH SOURCE (IF APPLICABLE)
						$0.00			$0.00		
SECTION A TOTAL						**$0.00**	$0.00	$0.00	**$0.00**		

SECTION B: HOURLY PERSONNEL (DO NOT INCLUDE VOLUNTEERS)

PERSONNEL TITLE	NAME OF PERSONNEL PERFORMING WORK	PERSONNEL HOURLY RATE	NUMBER OF HOURS ON PROJECT IN PERIOD	FRINGE RATE % (IF APPLICABLE)	EXPENSE TOTAL (SAL & FB)	GRANT FUNDS	NON-FEDERAL MATCH	TOTAL	BUDGET JUSTIFICATION (NARRATIVE)	MATCH SOURCE (IF APPLICABLE)
Recreation Coordinator	Conrad Calbes	$35.21	82	55%	$4,475.19		$4,475.19	$4,475.19	(Admin) Conrad will be working 2 hours per week planning, marketing, outreach, attending webinars, and invoicing. He will also distribute EBT and Market Match scrip at the Downtown's Morning Market for 2 hours for those Saturdays.	
Program Aid	April Jamison	$18.68	32	91%	$1,141.72		$1,141.72	$1,141.72	April will be working 2 hours per week for each Saturday, swiping customer EBT cards and distributing EBT and Market Match scrip at the Downtown's Morning Market.	
					$0.00			0.00		
					$0.00			0.00		
SECTION B TOTAL					**$5,616.91**	$0.00	$5,616.91	**$ 5,616.91**		

SECTION C: EQUIPMENT (GREATER THAN $5,000)

EQUIPMENT ITEM	EXPENSE $	GRANT FUNDS	NON-FEDERAL	TOTAL	BUDGET JUSTIFICATION (NARRATIVE)	MATCH SOURCE (IF APPLICABLE)
		N/A		$0.00		
SECTION C TOTAL		**$0.00**				

SECTION D: TRAVEL

TYPE OF TRAVEL (DROPDOWN MENU)	EXPENSE DESCRIPTION	COST PER	NUMBER OF	EXPENSE $	GRANT FUNDS	NON-FEDERAL	TOTAL	BUDGET JUSTIFICATION (NARRATIVE)	MATCH SOURCE (IF APPLICABLE)
				$0.00			$0.00		
SECTION D TOTAL				**$0.00**	$0.00	$0.00	**$0.00**		

SECTION E: PARTICIPANT/TRAINING COSTS (EXCLUDING INCENTIVES)

TYPE OF TRAINING COST (DROPDOWN	EXPENSE DESCRIPTION	COST PER	NUMBER OF	EXPENSE $	GRANT FUNDS	NON-FEDERAL	TOTAL	BUDGET JUSTIFICATION (NARRATIVE)	MATCH SOURCE (IF APPLICABLE)
				$0.00			$0.00		
SECTION E TOTAL				**$0.00**	$0.00	$0.00	**$0.00**		

SECTION F: OTHER DIRECT COSTS

SUBSECTION & EXPENSE TYPE	EXPENSE DESCRIPTION	COST PER	NUMBER OF	EXPENSE $	GRANT FUNDS	NON-FEDERAL	TOTAL	BUDGET JUSTIFICATION (NARRATIVE)	MATCH SOURCE (IF APPLICABLE)
1. Materials & Supplies	Market Match Scrip Tokens	$0.55	1,135	$624.25	$624.25		$624.25	Wooden scrip tokens will be used to distribute Market Match funds during the market	
				$0.00			$0.00		
SECTION F TOTAL				**$624.250**	$624.25	$0.00	**$624.25**		

SECTION G: INDIRECT COSTS

	INDIRECT	MTDC	TOTAL GRANT INDIRECT	TOTAL INDIRECT
SECTION G TOTAL		$624.25	**$0.00**	**$0.00**

SECTION H: TOTAL DIRECT & INDIRECT COSTS

	TOTAL	TOTAL	TOTAL	
SECTION H TOTAL	**$2,432.25**	**$5,616.91**	**$8,049.16**	**All expenses (grant and match) must directly benefit and be specifically identifiable with**

SECTION I: TOTAL INCENTIVES

	GRANT FUNDS	NON-FEDERAL	TOTAL	BUDGET JUSTIFICATION (NARRATIVE)	MATCH SOURCE (IF APPLICABLE)
DOLLAR AMOUNT OF INCENTIVES TO DISTRIBUTE	$1,808.00		$1,808.00	The Downtown's Morning Market has seen an increase in incentives in the past year and averaging approximately $500 in incentives each month.	

NON-INCENTIVE TO INCENTIVE FUNDING			
	NON-INCENTIVE	INCENTIVE	INCENTIVES
GRANT FUNDS	$624.25	$1,808.00	74%
TOTAL BUDGET	$6,241.16	$1,808.00	22%

Contractor Name: City of Redlands
Start Date: January 1, 2025
End Date: May 31, 2025

Distribution of Incentives

Contractor will:

- Distribute **$1,808.00** Market Match (MM) incentives to customers using/spending SNAP (Supplemental Nutrition Assistance Program) at a minimum of 1 Ecology Center-approved Certified Farmers' Markets and farm-direct sites between **January 1, 2025 and May 31, 2025**;
- Provide incentives that are funded by GusNIP federal dollars or non-federal match will *only* be provided as a dollar-for-dollar match for SNAP/CalFresh purchases;
- Provide incentives that are funded by GusNIP federal dollars or non-federal match *only* at outlets (sites) that have been approved for participation by USDA's Food and Nutrition Services (FNS) via a Memorandum of Understanding (MOU) and after the start date of the MOU. A signed MOU between CDFA and each outlet must be reviewed and approved by FNS prior to the outlet's participation. Distributing incentives at outlets not approved by FNS is a violation of this contract, and Contractor will be required to repay grant funds for incentives distributed through unauthorized outlets;
- Provide Market Match incentives matching on Pandemic-EBT, Disaster-EBT, and SUN Bucks per card;
- Provide Market Match incentives for SNAP cards from other U.S. states;
- Not provide Market Match incentives matching spending of cash (rather than food) benefits loaded onto SNAP cards.
- If the SNAP/EBT Terminal is not working, the contractor will seek out ways of transacting SNAP including using offline vouchers as provided by EBT Processor;
- Alert Ecology Center staff if the EBT/SNAP terminal is not operational and offline EBT vouchers are not able to be processed and/or Market Match incentives are not able to be distributed during normal site operating hours;
- Alert Ecology Center staff if the FNS SNAP authorization lapses or if the farmers' market or retailer changes ownership;
- Renew FNS SNAP authorization as required by FNS every five years.
- Provide the incentives as a dollar-for-dollar EBT/SNAP match, up to a daily maximum for incentives per card, per day as decided by Ecology Center staff;
- Follow all FNS guidelines including providing a refund when requested by the customer if the customer has taken out more SNAP dollars than they were matched for with the incentive or if they are willing to return the incentive scrip as well as EBT scrip when refunding the EBT onto their SNAP card;
- Produce or reuse all Market Match scrip needed at the farmers' markets served by Contractor. In the case where new scrip is produced or printed, the design must first be approved by the Ecology Center staff prior to production; Market Match scrip must include phrase "only for fruits and vegetables", "no change given" and "Market Match", name of market or market association (if all association sites are

approved for Market Match), and the denomination in a whole dollar increment (such as $1, $2, or $5 or another increment);

- If the market association chooses to create an incentive program that matches another benefit or type of spending other than SNAP, they will create a separate scrip type that is easily distinguishable from the Market Match scrip.;
- Market Match scrip must be restricted to the purchase of fresh, California-grown fruits and vegetables or plant starts that produce food only at the Certified Farmers' Market or other approved Market Match site. No US dollar change is to be given on Market Match scrip;
- Contactor must reimburse vendors 100% of the value of the scrip turned in by the farmers/growers/vendors and must be paid at 100% of the value to said farmers/growers/vendors;
- Contractor must keep records of the $ value of redemption and reimbursement of EBT scrip and Market Match scrip from vendors per market day to ensure that Market Match guidelines around eligible food purchases are maintained.
- Abide by all Ecology Center program rules and grant compliance rules as communicated by Ecology Center staff.

<u>Administration of EBT Scrip Program</u>

Contractor will ensure following:

- EBT scrip will be in compliance with all USDA Food Nutrition Service guidelines, including that EBT scrip will never expire, will include "EBT" or "SNAP", and "no change given" and the increment /dollar denomination;
- Vendors/contractors/farmers markets will not allow EBT scrip to be spent on items that are not eligible for SNAP;
- Contractor will not allow market vendors to exchange tokens with anyone except the market operator.

<u>Administration and Reporting</u>

Contractor will:

- Hire and maintain sufficient staff or volunteers to execute the program as detailed;
- Oversee, track, evaluate, manage, report on any and all Market Match activities under the contract that Contractor is providing or subcontracting;
- Use a customer transaction log to track each customer transaction involving SNAP for each market day or day open to the public if another type of outlet, recording the $ amount of CalFresh spent at the site and the associated Market Match incentive distributed based on that transaction, including if a customer spends more SNAP than the incentive maximum and is not provided with any more incentive
- Review monthly invoices, back-up documentation and monthly reports for accuracy before submission.
- Turn in monthly invoices, back-up documentation (timesheets, subcontractor invoices, mileage forms and/or item receipts), and monthly reports no later than the 7th of each month following the month previous or as requested by the Ecology Center, unless otherwise agreed upon with the Ecology Center in advance;

- Monthly Reports include data collection of the following per Market Match site (including separately for farmers' markets that operate on multiple days of the week, treating the markets that operate on a Tuesday separately from the markets that operate at the same location on another day of the week). Metrics include:
    - Monthly total $ Market Match incentives distributed for each site,
    - Monthly total $ Market Match redeemed from vendors for each site,
    - Monthly total $ CalFresh/SNAP sold at central point of sale or at farmstand or other type of site,
    - Monthly total CalFresh/SNAP redeemed (in a farmers' market context where a scrip model is used),
    - Total number of customers served per month per site
    - Total number of SNAP transactions on the EBT/SNAP terminal per month per site
    - Average number of fruit/vegetable vendors per market day per month per site
    - Total operating days where Market Match was available and offered per month per site
- Complete outreach survey on a quarterly basis if receiving CNIP funds for staff time for conducted outreach and/or printing promotional outreach materials.
- Attend required quarterly California Market Match Consortium (CMMC) calls/webinars. If the Contractor is not able to attend for any reason, they will be responsible to inform the Ecology Center staff in advance, and read minutes or watch webinar recording following the webinar.
- Send at least one representative to attend the annual virtual/online Market Match Face-to-Face Meeting/Conference.

<u>Systems, Tracking, Evaluation</u>

Contractor will work with the Ecology Center to:

- Administer a unified data collection and tracking mechanism for Market Match participants in order to track all monthly reporting and evaluation metrics accurately and in a timely fashion;
- Provide input, feedback, and cooperation on the development, implementation, and execution of State and National evaluation metrics, tools, and systems;
- Carefully track federal and non-federal match budget spending and receive approval from Ecology Center before making any adjustments to line item spending.

Contractor will:

- Carefully and completely track, input, and report on all program metrics that are needed by the Ecology Center or the grant evaluators. These monthly reports will be provided by or before the 7th of each month following the month previous, unless there is an agreement in place in advance with the Ecology Center for an adjusted deadline;
- Cooperate fully and support data collection and analysis conducted through Ecology Center and California Department of Food & Agriculture's required evaluation of the GusNIP project, and any national evaluation conducted through

the GusNIP Training, Technical Assistance, Evaluation and Information Centers (NTAE) "Nutrition Incentive Hub".

Promotions & Outreach to Market Match Eligible Customers

Contractor will ensure:

- All Market Match promotional and outreach materials and signage paid for by the grant must be approved by Ecology Center staff prior to printing and distribution;
- All promotional and outreach materials and signage must promote the Market Match program and align with program branding, messaging, and at minimum include the Market Match logo.
- If printed, the materials must include the funding acknowledgment "Market Match is a program of the Ecology Center and is funded in part through the California Department of Food and Agriculture and the USDA's National Institute of Food and Agriculture." and Market Match logo.
- That participation in the Market Match program is listed on a website of the organization (if using a website to describe the organization's work). The participation in the Market Match program will also include the Market Match logo as well as the funding acknowledgment "Market Match is a program of the Ecology Center and is funded in part through the California Department of Food and Agriculture and the USDA's National Institute of Food and Agriculture."

Contractor will:

- When possible, produce locally-focused, Market Match-branded, outreach materials and advertising in accordance with approved budget and budget justification;
- Wherever possible, partner with local media, social service agencies, and community based organizations to distribute outreach materials to promote the purchase of fruits and vegetables to SNAP/CalFresh shoppers at Certified Farmers' Markets and other approved Market Match sites.

Contractor will work with the Ecology Center to:

- Improve and build upon uniform Market Match language and statewide materials;
- Participate in any and all statewide, regional or locally focused centralized promotions or outreach strategies executed by the Ecology Center on behalf of the statewide Market Match program.

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Authorized Signature for Contractor _____

Name _____

Title _____

Date _____

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 12/19/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Facilities & Community Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Materials	200300	7810	C00005	$ 624.25
Food	200300	7807	C00005	$ 1,808.00
				$ $ 2,432.25

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grant	200300	4407	C300005	$ 2,432.25
				$ $ 2,432.25

JUSTIFICATION: Participation in the California Market Match Grant awarded through the Ecology Center to fund certified farmers' market activities at the City's certified farmers market

Requested By: Tabitha Crocker
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **I. 10.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and the request for in-kind support in the amount of $40,612.00 related to The Run Through Redlands Event hosted by the Kiwanis Club on Sunday, March 2nd, 2025, temporary street closures related to the event, authorize the sale and consumption of alcoholic beverages at the event and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City council determines that staff's recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine that authorization for the items associated with the Run Through Redlands on March 2nd, 2025 are exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act;

2. I move to authorize and approve the expenditure of city resources and in-kind support in the amount of $40,612; the temporary closure as detailed in the staff report; and the sale and consumption of alcoholic beverages at the event held within Smiley Park.

RECOMMENDATION:

Staff recommends that the City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (CEQA), and approve the temporary street closures related to this event. Staff further recommends that the City Council direct staff accordingly regarding the request for in-kind support in the amount of $40,612 for personnel and equipment resources and the request for the sale and consumption of alcoholic

beverages.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the city. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The city recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to support programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support, including the use of city equipment, staff, and facilities for special events.

The Kiwanis Club of Redlands (Kiwanis Club) has reserved Smiley Park on Sunday, March 2, 2025, for the annual run-through Redlands event. There will be three different races taking place on this day; the 5K race starting at 7:45 a.m.; the 10k race starting at 7:00 a.m.; and the 1/2 marathon starting at 7:20 a.m.

According to the application, this event presents an opportunity for a healthy family event in the city. The event is expected to include 2000 local residents and 650 non-residents. The Kiwanis Club is also requesting permission to serve alcohol at the event that will end no later than 2:00 pm. Additionally, street closures are being requested to accommodate the event with specific routes and times indicated in the attached packet. Eureka Street and Redlands Boulevard and Eureka Street and State Street from 6:30 a.m. to 10:00 a.m.; Center Street and Brookside Avenue from 6:30 a.m. to 8:30 a.m; Brookside Avenue and Eureka Street from 6:30 a.m. to 8:30 a.m; Fern Avenue and Cajon Street from 7:00 a.m. to 8:15 a.m; Fern Avenue and Redlands Boulevard from 7:15 a.m. to 8:15 a.m; and San Mateo Street and Olive Avenue from 7:00 a.m. to 9:00 a.m.

The Kiwanis Club is requesting a waiver of fees and departmental resources, including personnel and equipment for the following departments: Police, Fire, and Facilities and Community Services, in the amount of $40,612 for this year's event. The Kiwanis Club is a registered non-profit organization operating out of the City of Redlands. The City Council waived fees in the amount of $29,738 for The Run-Through Redlands event in 2024. The Kiwanis Club will be responsible for operating and obtaining the Daily License to Serve Alcohol from the Office of Alcohol Beverage Control. City Council approval is also necessary to authorize the consumption of alcohol for this event due to its location. Staff's approval authority is limited to only enclosed public areas in public parks as defined by Resolution No. 7559 and therefore the approval of this request is outside of staff's purview.

The event is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 facilities, consists of construction, or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including the placement of seasonal or temporary-used items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request for in-kind support, deny the request for temporary street closure, deny the sale and consumption of alcoholic beverages and direct staff accordingly.

STRATEGIC PLAN:

Priority A - Quality of Life, Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jaclyn Ramirez, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2024/25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$40,612.00

Discussion:

Please see the "Fiscal Impact" attachment for reference.

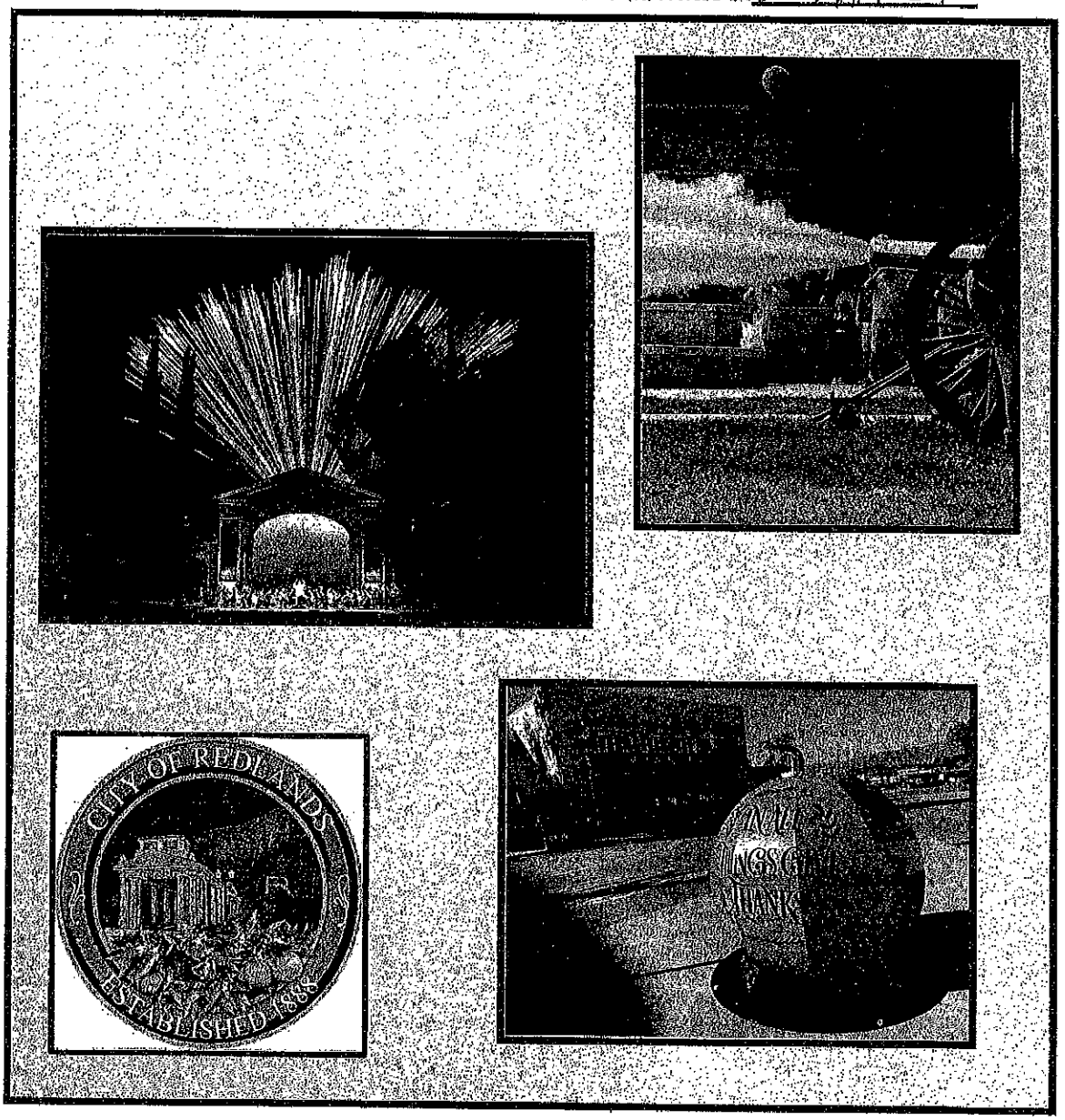
Attachments

Special Event Application
In Kind Request
Event Maps
Verification of Non-Profit
ABC Permit
Street Closure
Fiscal Impact

City of Redlands
35 Cajon Street, Ste. 222
Redlands, CA 92373
(909) 798-7655 ext 3

SPECIAL EVENTS PERMIT APPLICATION

EVENT: Kiwanis Club of Redlands
ORGANIZER: Donna Ferrocone
Date of Event: 2/28, 3/1 3/2 / 2025
Date Submitted: 10 / 18 / 24



NOTICE TO PERMIT APPLICANT

- Completed Special Event Permit Applications **must** be submitted to the Facilities & Community Services Department a **minimum of four (4) months prior** to the date the event is scheduled to begin.
- All forms in this application package that are relevant to your event must be complete and submitted together in order to be considered.
- Applicants must conform to all requirements for maintaining liability insurance.
- Incomplete applications or applications submitted past the deadline are subject to denial of request to hold event.

SUMMARY OF EVENT

Event Title RUN THROUGH REDLANDS

Description 5K, 10K, 1/2 MARATHON RUN ON 3/2/2025

2/28 SET-UP OF REGISTRATION AREA

3/1 REGISTRATION & PACKET-PICK UP

3/2 Race Day

Date/Time

Setup	Date 2/28/25	Time 2 pm	Location(s) Infront of Smiley Library		
Event Starts	Date 3/1 & 3/2	Time 5 am	Location(s) Brookside Event Pt, Smiley Park		
Event Ends	Date 3/2	Time 1:30 pm	Location(s) all		
Dismantle	Date 3/2	Time 1:30 pm	Location(s) all		

*Submit a Site Plan for each venue listed

Anticipated Attendance: Total 2050 Per Day N/A

Anticipated Participants: Total 2500 Per Day 2500

CONTACTS Person(s) or Agent(s) responsible for and authorized to represent this event on all matters:

	Primary Contact	Secondary Contact
Name:	Darrel Olson	Donna Ferracone
Address:	208 Eastern AVE	261 FERNDALE CT
City, State, Zip	REDLANDS 92373	REDLANDS 92374
Phone:	909-798-5318 business	951-218-0595
Email:	darrel@myagent darrel.com	donna.ferracone2@verizon.net

Name of Organization: Kiwanis Club of Redlands Is it Non-Profit? Yes

Tax I.D. #: [redacted]

Yes	No	
●	○	Is this an annual event? How many years have you been holding this event? 41
●	○	Street Closure(s) requested? If yes, please complete Street Closure Permit Application and Barricade Rental Form in Appendix A
○	●	Does this event involve a parade? Please complete Parade/Public Assemblies Permit Application form in Appendix A
●	○	Will you be serving alcohol? If yes, please complete both Alcohol Permit forms in Appendix A
○	●	Are you requesting use of the Prospect Park Sign? If yes, please complete the Sign Request form in Appendix A
○	●	Are you requesting use of the City Stage? If yes, please complete the Show Mobile Rental form in Appendix A
○	○	Vendor(s)? If yes please complete the Vendor List in Appendix A.

SITE PLAN

Your event site plan/route map should include but not be limited to:

- [x] An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- [x] The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- [ ] The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- [ ] The location of first aid facilities and ambulances.
- [ ] The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- [ ] A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- [ ] Generator locations and/or source of electricity.
- [ ] Placement of vehicles and/or trailers.
- [ ] Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- [ ] Identification of all event components that meet accessibility standards.
- [ ] A parking and/or shuttle plan for events that are likely to exceed parking lot capacity of the space you are using.
- [ ] Other related event components not listed above.

TIMELINE

Please provide a narrative and timeline of your event. You may provide this information as an attachment if necessary.

HOUR	ACTION
Fencing around beergardens	
Fencing around juice/water	
booth for runners	
Fencing along part of Eureka	
at the Bowl for finish	
line	
Fencing to outline the	
running area for	
Kinder dash	

25

SECURITY PLAN

YES NO

☒ ☐ Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization _____

Address Street _____

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Pager/Cellular _____

Private Patrol Operator License# _____

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application. To be responsible for registration area and pre-registration area only when volunteers are not onsite.

Otherwise RPD is in charge

MEDICAL PLAN

Any event that has physical activity or is a race and has above 50 people requires amedical plan.

YES NO

☒ ☐ Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan?

If yes, please list: _____

Medical Services Provider Mission Pediatrics – Dr. Timothy Watson

Address Street 114 W Vine St.

City Redlands State Ca Zip 92373

Telephone Day 951-779-1670 Evening _____ Fax _____ Pager/Cellular _____

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medical aid areas. You may attach the plan to this application if necessary.

First Aid Booth in front of Smiley Park

All 911 Calls to RFD via duty personnel

ACCESSIBILITY PLAN

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

YES NO

☒ ☐ Will there be a Clear Path of Travel throughout your event venue? Please describe _
See attached course maps

☒ ☐ Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe
Provided by City Streets

☒ ☐ Will a minimum of 10% of portable rest rooms at your event be accessible? Pleasedescribe
4 will be available spread out over the event.

☒ ☐ Will all food, beverage and vending areas be accessible? Pleasedescribe
ALONG BOWL WALKWAY

☒ ☐ Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Pleasedescribe yes and through Race Marshals along the route

☐ ☒ If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe

☐ ☒ If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe

☒ ☐ If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Pleasedescribe AVAILABLE AT REGISTRATION AREA

RESTROOM FACILITIES PLAN

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. Indicate on your timeline when portable toilets will be set up.

Yes No

☒ ☐ Do you plan to provide portable rest room facilities at yourevent?

If yes: Total number of portable toilets 40 + 4 accessible

If no: Please explain:

Rest Room Company Not yet Bended

Address Street

City State Zip

Telephone Day Evening Fax Pager/Cellular

LIST OF VENDORS

Please provide a list of vendors, what they are there for and their business license numbers. Keep in mind that this list of vendors cannot change after the event has been approved. All must have a Redlands business license in order to participate with your event. If you need more entries, please attach a list with the same information to your event package. Vendors include all businesses either performing a service or selling at your event. All food concessioners must meet the San Bernardino Counties Department of Public Health Food Handler's and Fire Suppression requirements.

Yes	No	
☐	☐	Will items or services be sold at your event?
☒	☐	Will you have some education only (not selling a product or service) booths?
☒	☐	Will items or services sold at your event present unique liability issues (e.g. massage, etc.)?
☐	☐	Does your event include food concession and/or preparation areas?
☐	☒	Do you intend to cook food in the event area?

If yes, please specify method:

- ☐ Gas
- ☐ Electric
- ☐ Charcoal
- ☐ Other (specify) _____

Vendors sign up on line. I don't have a list available until Race Day

VENDOR	SERVICE THEY ARE PROVIDING	REDLANDS BUSINESS LICENSE NUMBER	EDUCATIONAL INFORMATION ONLY? (Y/N)

ENTERTAINMENT PLAN

YES NO

☐ ☒ Are there any musical entertainment features related to your event?

If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages _____

Number of Performers/Bands _____

Performer/Band name and music type _____

☐ ☐ Will sound checks be conducted prior to the event?

If yes, Start time _____ Finish time _____

☒ ☐ Will sound amplification be used?

If yes, Start time 0800 Finish time 12noon

☐ ☒ Do you plan to have a patron dance component to either live or recorded music at your event?

If yes, please describe _____

☐ ☐ Please describe the sound equipment that will be used for your event _____

☐ ☒ Will inflatables, such as jumpers, or similar devices be used at your event?

If yes, please describe _____

☐ ☒ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please fill out a fireworks permit also located in this packet.

If yes, please describe _____

☒ ☐ Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe Sponsor banners along Eureka at Finish line

☒ ☐ Will there be massage activities at your event? If yes, please describe _____

Physical therapy post race massage

☐ ☒ Do your event plans include any, drawings or raffle opportunities?

If yes, please describe _____

ALCOHOL

Please Note: You will need to have your alcohol permit approved by Redlands city council prior to your event. A copy of your Alcohol license will be needed after city council approval, before the event.

Yes No

☒ ☐ Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- ☐ Free/Host Alcohol
- ☐ Alcohol Sales
- ☐ Host and Sale Alcohol
- ☒ Beer
- ☐ Beer and Wine
- ☐ Beer, Wine and Distilled Spirits

Please describe your security plan to ensure the safe sale or distribution of alcohol at your event. Fenced area. No one under 21 allowed in fenced area. ID Checks required. RPD on duty.

MITIGATION OF IMPACT

YES NO

☐ ☒ Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain

☐ ☒ Do you have a sample of the notice that you propose to distribute two weeks prior to yourevent? If yes, please attach.

If no, pleaseexplain notices will be on social media, news paper ads

MARKETING AND PUBLIC RELATIONS

Yes No

☒ ☐ Will this event be marketed, promoted, or advertised in anymanner?

f yes, please describe mailers, social media, banners, posters, newspaper, signs

☒ ☐ Will there by live media coverage during the event?

f yes, please describe Reporter from Community News

☐ ☒ Will media vehicles be parked within the event venue?

f yes, please describe safety plan

☐ ☒ Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items?

f yes, please describe We only place signs in public areas + we remove them. We do not have stickers. Businesses approve placement of posters.

INSURANCE REQUIREMENTS

Regardless of the event you are required to have insurance that indemnifies the city of Redlands listing the location date and time.

Name of Insurance Agency HYANT - INDIANAPOLIS

Address Street 10401 NORTH MERIDIAN ST. STE 200

City INDIANAPOLIS State IN Zip 46290

Telephone Day 317-817-5172 Evening Fax Pager/Cellular

Contact Name LISA CHRISTIANSON

Policy Type

Policy Amount

Policy Number

COI has been requested.

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Redlands Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply will all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Redlands.

Print Name of Applicant/Host Organization THE KIWANIS CLUB OF REDLANDS
DONNA FERRARONE

Title STEERING COMMITTEE MEMBER

Signature Donna Ferrarone

Date 10/30/24

Print Name of Professional Event Organizer _____

Title _____

Signature _____

Date _____

Is an entry fee to be charged to the Public? Yes ☐ No ☑ If yes, indicate amount:

How will proceeds be used? What local organizations will benefit?

Redlands Family Service, Youth Hope, Micah House, City of Redlands, RUSD, RPD Foundation, RFD, Redlands Bowl, YMCA, Redlands Kiwanis Scholarship Foundation

Information for organization point of contact

Name(s): Donna Ferracone

Phone: 951-218-0595

Email: donna.ferracone2@verizon.net

Organization Social Media Username(s): *(Facebook, Instagram, Twitter)*

Kiwanis Club of Redlands

Any other pertinent information about event that will assist in review of event specifics

This is our 42nd year of holding this event. We have always worked well with the City.

For City use only

Date Received

Requires City Council Approval *Yes* ☐ *No* ☐

City of Redlands

In-Kind Support Request

Event Name: Run Through Redlands

Event Date(s): @/28/25; 3/1&2 **Location(s):** smiley library grass, redlands bowl grassy areas, lincoln shrine grass, various streets

Rain Out Date: NONE **Beginning Time:** 2/28 2 pm; 3/1&2 5 AM **End Time:** 3/1 4 pm and 3/2 1:30 pm

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

Use of grassy aeas in front of library for registration and packet pick up 3/1 and 3/2. Set up on Friday 2/28
Use of designated streets
Use OF SMILEY PARK AND Lincoln Areas 3/2

Select and Describe All City Provided Services That May Apply to Your Request :

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — barricade use
- [x] Police (*Public Safety Personnel)*
- [x] Fire (*Paramedics, Inspectors)* — on duty call only
- [ ] Parks *(Cleanup Personnel, Ball Field Lights)*
- [ ] Facility

Refuse/Recycling *(Event Receptacles, Roll-Off Service)* acquired by Event Organizers through Redlands Customer Service

Section 13.65 of the Redlands Municipal Code requires that events that serve more than 2,000 individuals per day will be required to submit for review and approval a Large Venue Recycling Plan. The Quality of Life Department may require smaller events to comply with City recycling practices as a condition of waiving fees.

- [x] Other — We pay for roll offs and use city supplied trash dispensers.

Group/Organization Name: Kiwannis Club of Redlands

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:**

Does your Group/Organization Presently Have Liability Insurance? [x] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past? Yes

Primary Contact Name & Title: Donna Ferracone RTR Steering Committee

Mailing Address: 261 Ferndale Ct. Redlands, CA 92374

Phone Number: 951-218-0595 **E-Mail Address:** donna.ferracone2@verizon.net

Updated 6/2021

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

Sponsoring a healty family event in the City. Allows the club to financially help multiple non-profits, the City and the School District in their endeavors. Increases the visibility of the works Kiwanis does in this community.

Describe what economic benefit and impact this event will bring to the City:

Advertise community activity in Redlands to surrounding areas. We have local runners and out of state runners. These runners support local hotels, restaurants and other local businesses and the vendors at the race.

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	2000	1800	
Attendance: Non-Residents	650	500	
Food & Beverage Sales	None	None	
Merchandise Sales	None	None	
Ticket/Entrance Fees	70,000	70,000	
Other	45,000	45,000	
Total Revenue	115,000	115,000	

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature: Donna Ferracone **Title:** Steering Committee Member

Please Print Your Name: Donna Ferracone **Date:** October 18, 2024

To Be Completed by the City of Redlands

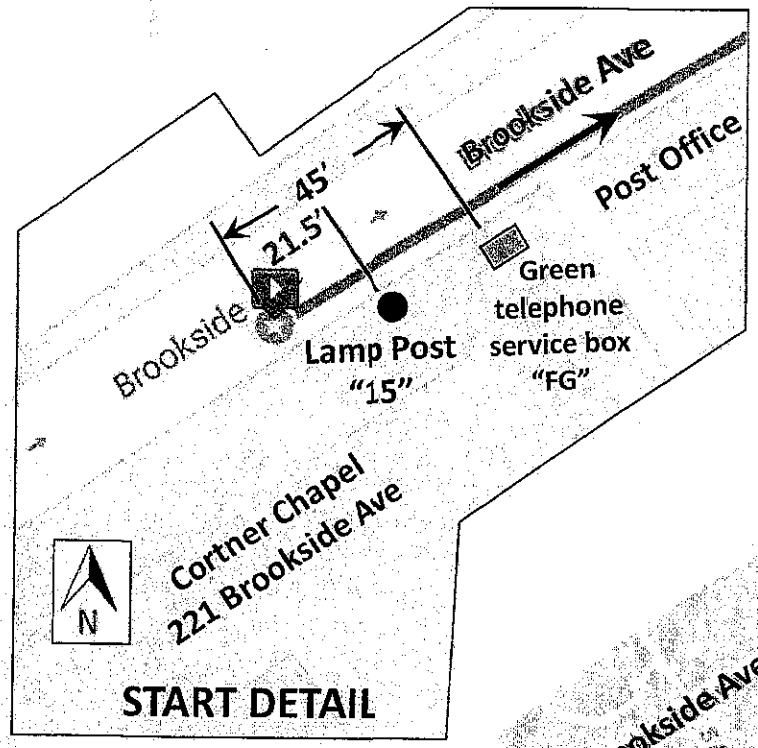
Date Received: 10/31/2024 **Received By:** Jaclyne Ramnozzi

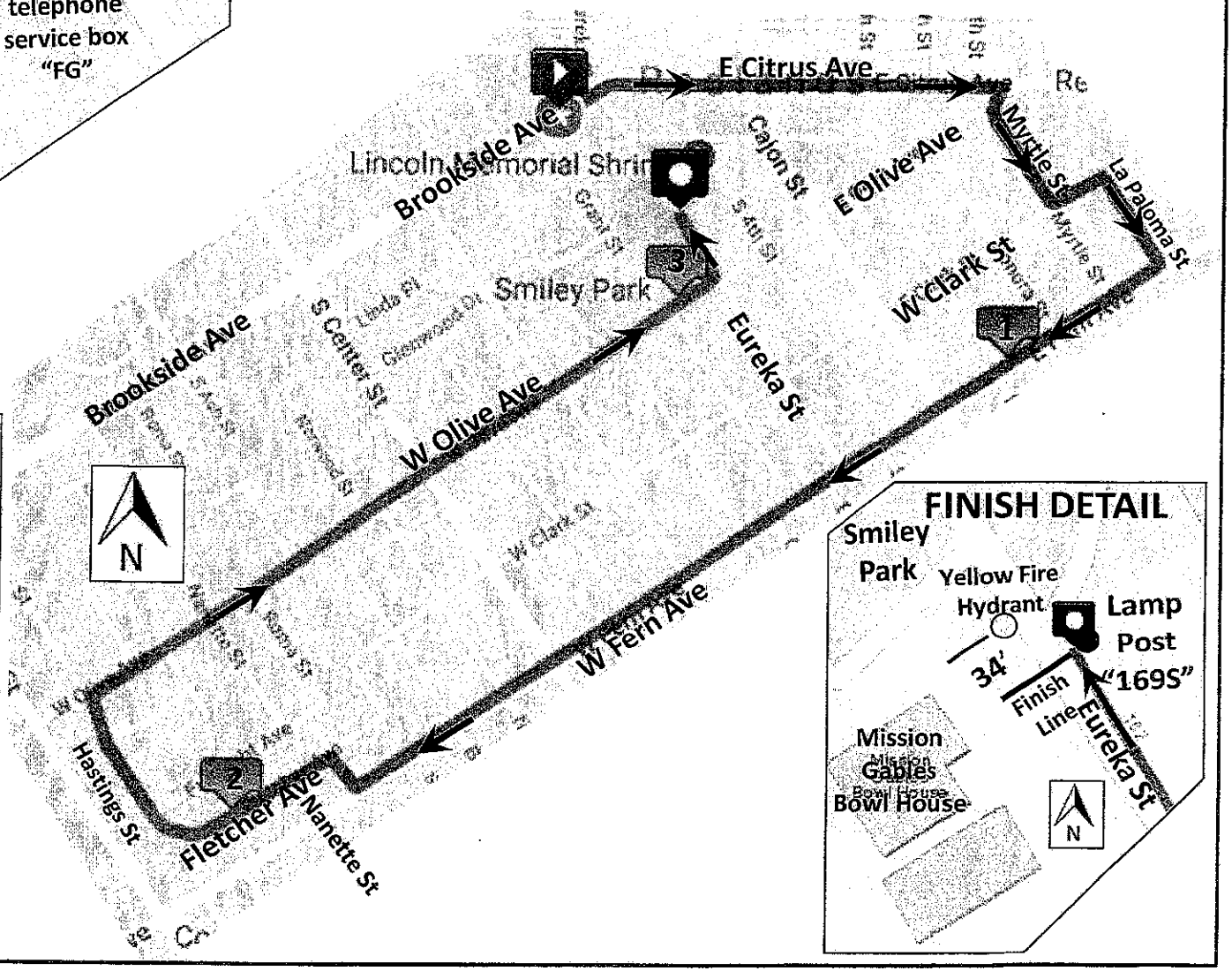
Notes:

City Manager Approval: City Council Approval:

A Run Through Redlands 5K – Redlands, CA

Measured and Map drawn by Todd E. Byers
(byers_todd2@hotmail.com)
Measurements are shortest possible route (SPR) unless otherwise noted. Map not to scale.

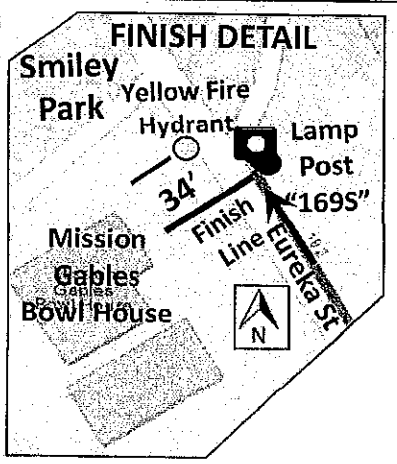




START - On Brookside Ave, 21.5' before (SW) of lamp post 15 and 45' before (SW of) large green telephone service box "FG" on right in Redlands, CA

Finish - Mile 3.1069 On Eureka St, directly at light post "169S" on right and beside Redlands Bowl on left and 34' before yellow fire hydrant on left in Redlands, CA.

Finish - Mile 6.2137 On Eureka St, directly at light post "169S" on right and beside Redlands Bowl on left and 34' before yellow fire hydrant on left In Redlands, CA.

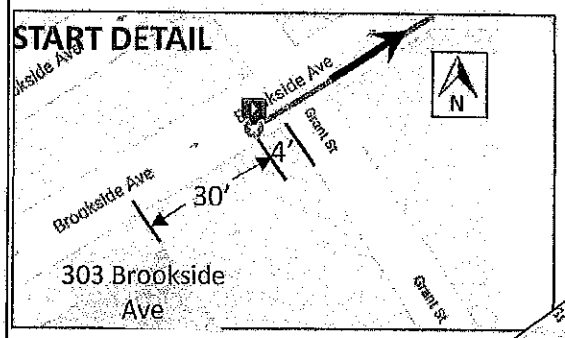


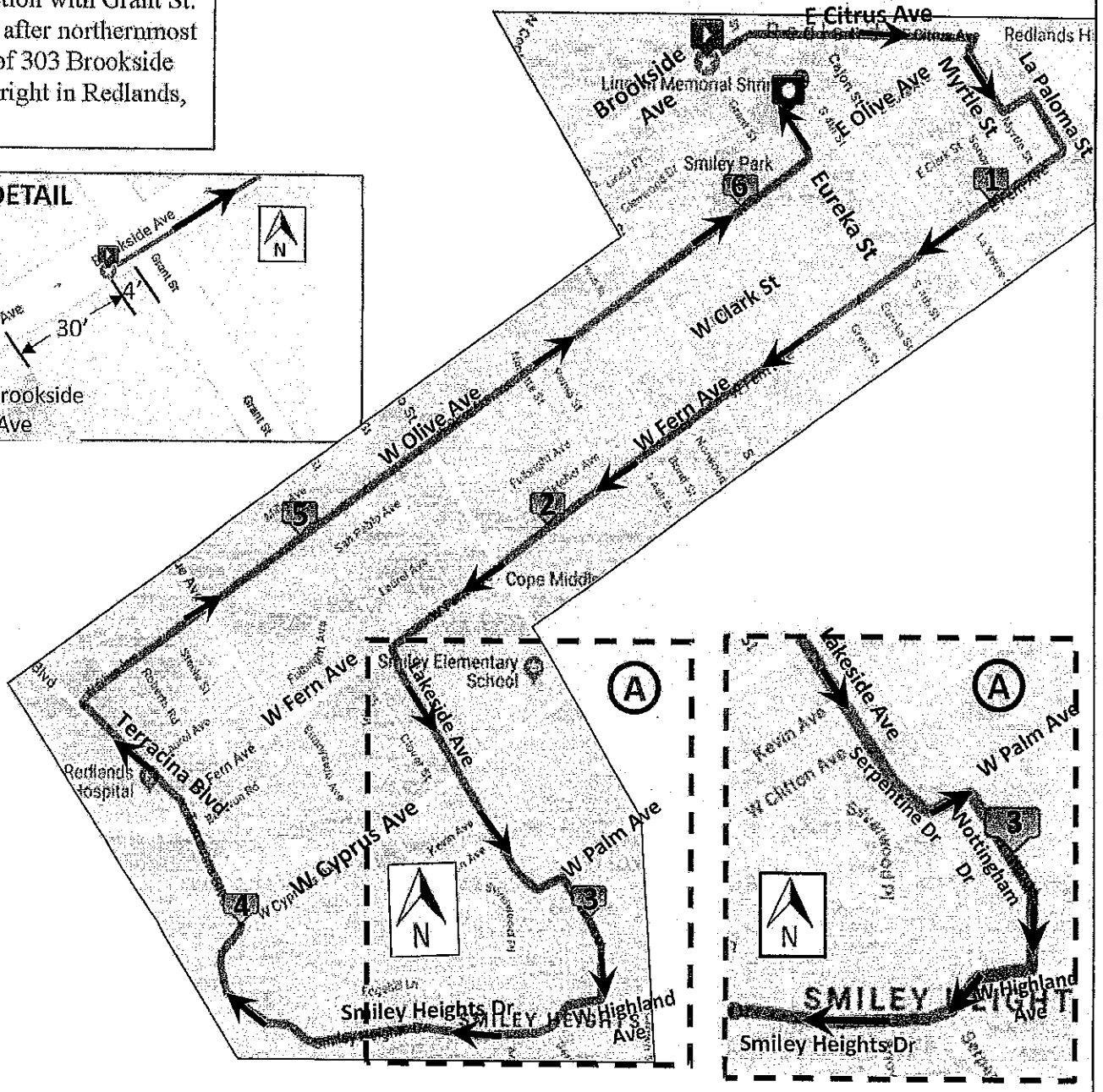
A Run Through Redlands 10K
Redlands, CA

Measured and Map drawn by:
Todd E. Byers
(byers_todd2@hotmail.com)

Measurements are shortest possible route (SPR) unless otherwise noted. Map not to scale.

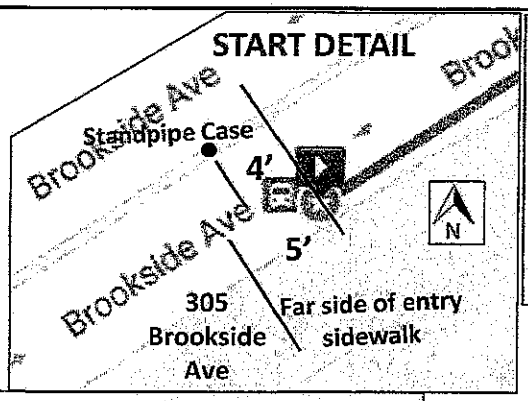
START - On Brookside Ave 4' before intersection with Grant St. and 30' after northernmost corner of 303 Brookside Ave on right in Redlands, CA





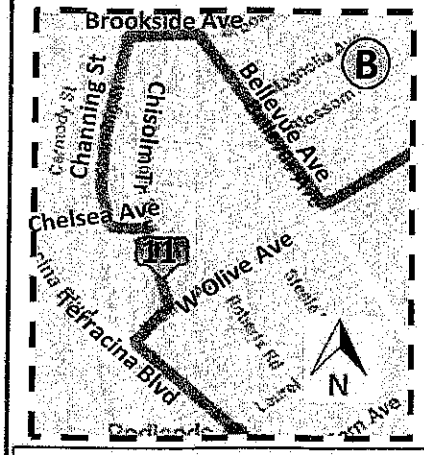
A Run Through Redlands Half Marathon – Redlands, CA

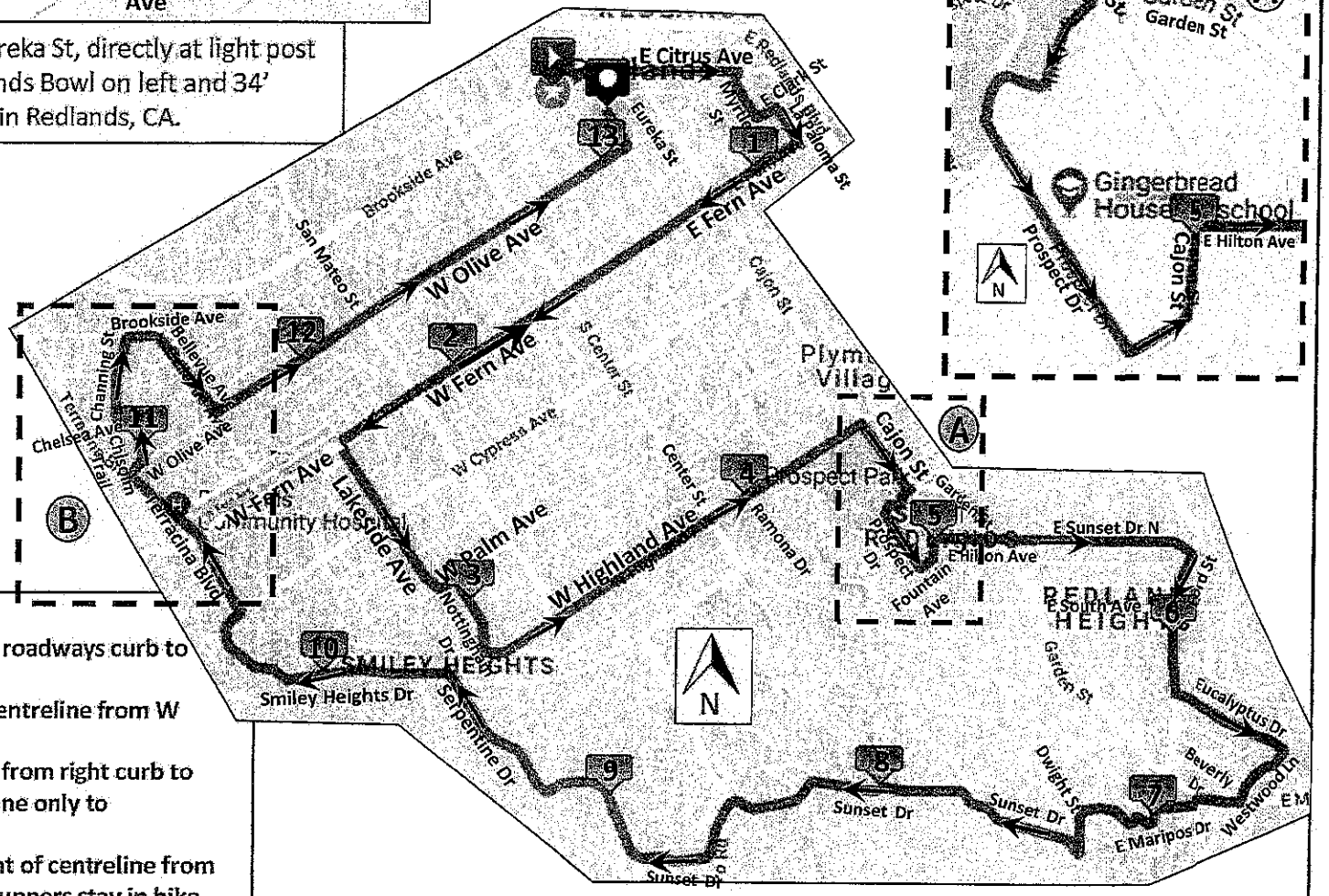
Measured and Map drawn by
Todd E. Byers (byers_todd2@hotmail.com)
Measurements are shortest possible route (SPR) unless otherwise noted. Map not to scale.

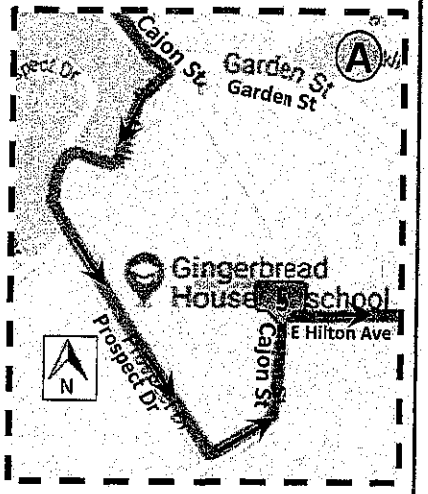


START - On Brookside Ave, 5'10" past North side of entry sidewalk to 305 Brookside Ave on Right and 4' past (North of) standpipe case in median on left.

Finish - Mile 13.1094 On Eureka St, directly at light post "169S" on right and beside Redlands Bowl on left and 34' before yellow fire hydrant on left in Redlands, CA.







Road Restrictions:
Runners have access to full width of roadways curb to curb with the following exceptions:
- **On Cajon St, runners stay right of centreline from W Highland Ave to Prospect Dr.**
- **On Ford St, runners have only 12 ft from right curb to Valley Prepatory School then right lane only to Eucapyptus**
- **On Terracina Blvd: runners stay right of centreline from Smiley Heights Dr to W Olive Ave. Runners stay in bike lane**

Kiwanis Club of Redlands Foundation

EIN: | Redlands, California, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC ?

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- Tax Year 2023 Form 990
- Tax Year 2022 Form 990
- Tax Year 2021 Form 990
- Tax Year 2020 Form 990
- Tax Year 2019 Form 990
- Tax Year 2018 Form 990
- Tax Year 2017 Form 990

Tax Year 2016 Form 990

Tax Year 2015 Form 990

State of California

DAILY LICENSE APPLICATION

Department of Alcoholic Beverage Control

ABC USE ONLY		
License #	Receipt #	Fee $
Conditions Requested ☐ Yes ☐ No		Diagram Requested ☐ Yes ☐ No
License Type ☐ B & W ☐ General ☐ Special		

Complete all applicable items. Submit this application to your local ABC District Office with the required fee payable to ABC. To determine fee(s) due, visit https://www.abc.ca.gov/licensing/license-fees. Once the daily license is issued, fees cannot be refunded. Listing of ABC District Office is available at https://www.abc.ca.gov/contact/. Please visit https://www.abc.ca.gov/abc-221-instructions/ for further instructions.

SECTION 1. ORGANIZATION AND LICENSE TYPE INFORMATION

Organization Name	Tax ID
Kiwanis Club of Redlands	[redacted]
Organization Mailing Address: PO Box 1102 Redlands, CA 92375	

LICENSE TYPE

☐ Special Daily Beer and Wine	☐ Daily General	☐ Special Temporary License
☐ Amateur Sports Organization ☑ Charitable ☐ Civic ☐ Cultural ☐ Fraternal ☐ Political ☐ Religious ☐ Social ☐ Other:	☐ Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure ☐ Organization Formed for Specific Charitable or Civic Purpose ☐ Fraternal Organization in Existence over Five Years with Regular Membership ☐ Religious Organization ☐ Vessel per Section 24045.10 B&P ($50.00)	☐ Television Station per Section 24045.2 or 24045.9 B&P ☐ Non-profit Corporation per Section 24045.4 and 24045.6 B&P ☐ Person conducting Estate Wine Sale per Section 24045.8 B&P ☐ Women's Educational and Charitable Organization per Section 24045.3 B&P ☐ Other Special Temporary License Per Section: License #: Amount:

SECTION 2. EVENT DETAILS

Event Dates	Total # of Days	Hours of Alcoholic Beverage Sales, Service and/or consumption	Virtual Event
March 2, 2025	1	7AM To 2PM	☐ Yes ☑ No *Mark Yes, if the event is 100% virtual*

Event Address (Street #, name, and city)	Event Location Description (Jones Park, Pavilion A, etc.)	Location Within the City Limit
25 Grant Street Redlands, CA	Redlands Bowl	☑ Yes ☐ No

Event Type	Type of Entertainment	Event Open to Public
☐Barbeque ☐Dinner ☑Sporting Event ☐Birthday ☐Festival ☐Social Gathering ☐Concert ☐Lunch ☐Wedding ☐Carnival ☐Mixer ☐Other: ☐Dance ☐Picnic	None	☐ Yes ☐ No
	Estimated Attendance: 2000 / Security Guard: ☐Yes ☑No, RPD present / If Yes, how many	Outdoor Event: ☑ Yes* ☐ No **If Yes, a diagram of the event area is required*

REQUIRED

☑ By checking this box, you are certifying that you understand the requirements detailed in Business and Professions (B&P) Code Section 25682(c) which state that a nonprofit organization that has obtained a temporary daily license from the department must designate a person(s) to receive RBS training certification prior to the event, and that designated person(s) shall remain onsite for the duration of the event.

SECTION 3. CONTACT INFORMATION

Contact Person	Phone Number	Email Address
Donna Ferracone	951-218-0595	donna.ferracone2@verizon.net

SECTION 4. SIGNATURES AND APPROVALS

I attest that I am authorized by the organization named above to make this application on its behalf.

Organization's Authorized Representative Name	Phone Number	Signature	Date Signed
Darrel Olson	909-266-6203	[signature]	10/22/2024
Property Owner Approval By (Name) Required: Tabitha Crocker	909.798.7655	[signature]	11/18/24
Law Enforcement Approval By (Name), If applicable: Ryan Steinhaus	909.647.8165	[signature]	11/19/24
District Office Approval By (Name)	Phone Number	ABC Employee Signature	Issuance Date

The above named organization is hereby licensed, pursuant to the California B&P Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the abovenamed location for the period authorized above. B&P Code Section 25682(c) requires that a designated RBS-trained person(s) shall remain on site for the duration of the event. Failure to comply with this requirement will result in immediate cancellation of the permit. **This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.**

Department of Alcoholic Beverage Control

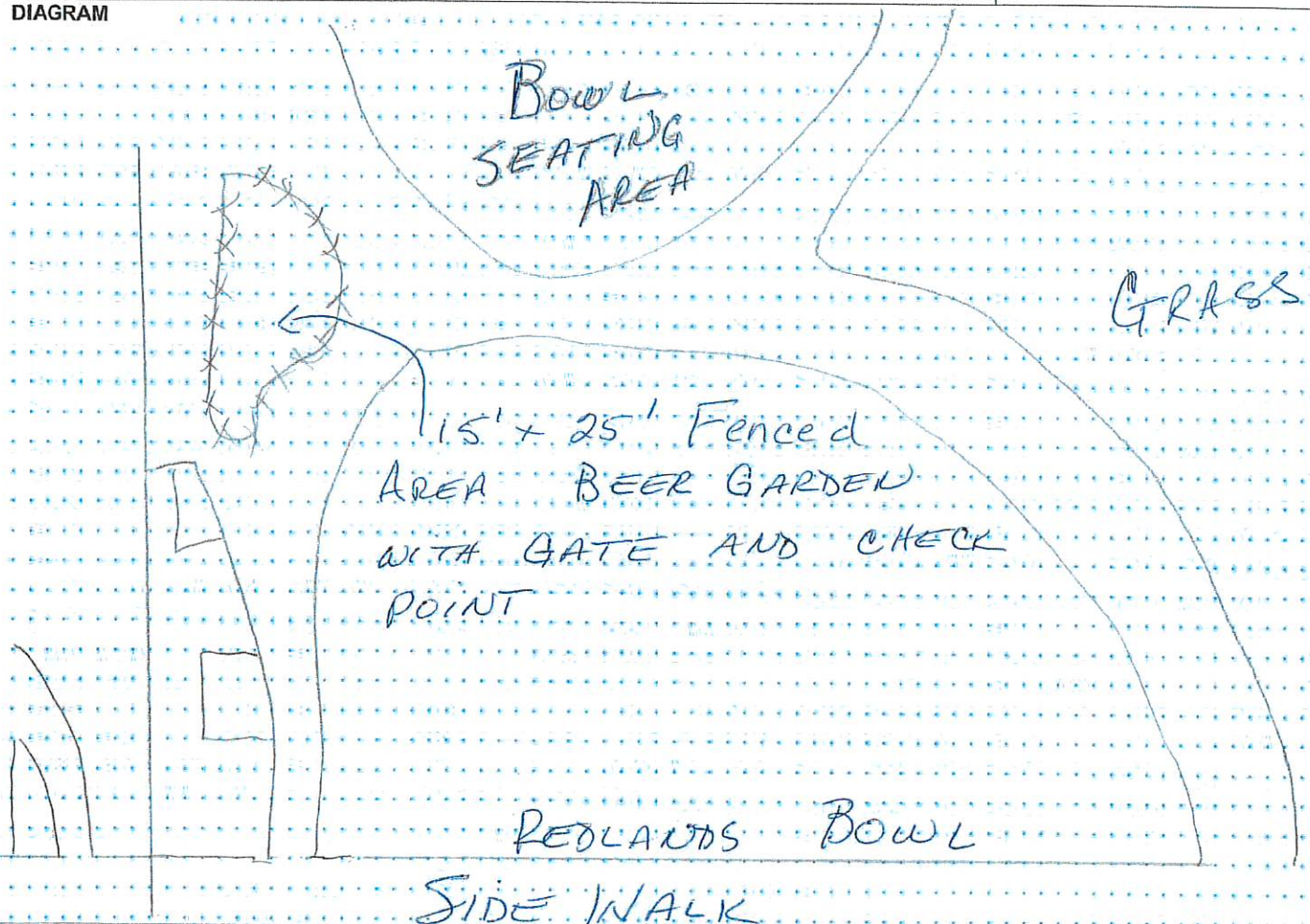
State of California
Gavin Newsom, Governor

SUPPLEMENTAL DIAGRAM

Instructions to Applicant:
Draw a sketch of the area on which the licensed premises is or will be located Show adjacent structures and nearest cross streets. *If this is an event for a daily license, catering authorization, event authorization or miscellaneous use, show the area where sales and consumption of alcoholic beverages will occur. Post a copy of this diagram with Daily License, Catering Authorization or Event Authorization where the event is held. Sales and consumption of alcoholic beverages must be confined to the area designated in the diagram and supervised to prevent violations of the Alcoholic Beverage Control Act.*

1. APPLICANT NAME (Last, first, middle)	2. LICENSE TYPE
The Kiwanis Club of Redlands	Special Daily
3. PREMISES ADDRESS (Street number and name, city, zip code)	**4. NEAREST CROSS STREET**
35 Grant St. Redlands, CA 92373	Brookside

DIAGRAM



I have read the above instructions and I declare under penalty of perjury that the above diagram is true and correct.

APPLICANT SIGNATURE	DATE SIGNED
Donna Ferracone	10/22/24

FOR ABC USE ONLY

CERTIFIED CORRECT (Signature)	PRINTED NAME	INSPECTION DATE

ABC-253 (rev. 07/19)

CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE/NAME OF EVENT: Run Through Redlands

DATE OF EVENT: March 2, 2025 HOURS: 7 AM to 2PM

LOCATION: Redlands Bowl

APPLICANT'S INFORMATION:

INDIVIDUAL/ORGANIZATION NAME: Kiwanis Club of Redlands

CONTACT PERSON: Donna Ferracone PHONE: 951-218-0595

EMAIL: donna.ferracone2@verizon.net ADDRESS: 261 Ferndale Ct Redlands 92374

EVENT INFORMATION:

ARE FEES BEING CHARGED FOR EVENT? YES ☐ NO ☑ PRICE: _____

ARE FEES BEING CHARGED FOR ALCOHOL? YES ☑ NO ☐ PRICE: $5.00

TYPE OF ALCOHOL BEING SERVED: BEER ☑ WINE ☐ DISTILLED SPIRITS ☐

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, representing TheKiwanisClubofRedlands and in consideration of being permitted to conduct the Event, agree that the members/participants of The Run Through Redlands shall defend, indemnify and hold harmless the City of Redlands, its elected officials, officers, boards, commissions, agents and employees from and against any and all claims, demands, actions, suits, damages, liabilities and judgments of every kind and nature and regardless of the merit of the same, arising out of the use of City of Redlands' facilities.

The members/participants of The Kiwanis Club of Redlands hereby release, discharge and agree not to sue the City of Redlands for any injury, death or damages to or loss of property arising out of or in connection with this event from whatever cause.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO USE AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT I HAVE THE FULL AUTHORITY TO EXECUTE THIS FULL RELEASE OF LIABILITY ON BEHALF OF THE MEMBERS/PARTICIPANTS OF The Kiwanis Club of Redlands AND THAT I HAVE SIGNED THIS AGREEMENT ON:

Date: 10/22/2024 Signature: _____

AUTHORIZATION

Pursuant to the use of alcohol within the City property noted above, the City of Redlands grants you permission to do so with the following conditions set forth by the City Council:

ALCOHOL RELATED TO PARKS:

Redlands Municipal; Code, Section 12.44.270 does allow, pursuant to a written permit from the Quality of Life Director, a person or persons to drink or consume alcoholic beverages in public parks, only in enclosed public areas as defined by resolution of the City Council. Any other locations within the City's property requires the City Council approval and designation of the place for the sale and consumption thereof.

Tape or fencing of some kind shall be used for setting off the area for which the alcoholic beverages are served and consumed. Alcohol sales and distribution shall cease one hour prior to end of the event unless otherwise directed by RPD or ABC office.

ALCOHOL RELATED TO AIRPORT:

12.56.090: USE OF INTOXICATING LIQUOR OR DRUGS: No person shall operate or assist in the operation of any aircraft while under the influence of, or using, any intoxicating liquor or habit forming or hallucinatory or narcotic drug. No alcoholic beverage may be consumed or sold on the airport unless the city council shall have approved and designated the place for the sale and consumption thereof.

APPROVED: _____ DATE: _____ DENIED: _____ DATE: _____

CITY COUNCIL DATE (if applicable): _____

Event: Run Through Redlands

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is subject to the following requirements:

1.	**Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).**
2.	**Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	**Applicant MUST provide insurance coverage per City's requirements (see reverse)**
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Kiwanis Club of Redlands (Run Through Redlands)

To close (street names) see attached list

Between (street names) _____

On (date) 3/2/24 **Event times -** from (time) 630 ☑ am ☐ pm to (time) 12 ☐ am ☑ pm

Address of Applicant: 261 Ferndale Ct

Signature of Applicant: _____ Phone No. 951-218-0595

Condition(s): We work closely with the police in planning this.

Event Description: 5K, 10K and 1/2 Marathon

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. [signature] — Chief of Police — Date 11/25/2024
2. [signature] — Municipal Utilities & Engineering Department — Date 12/3/24
3. [signature] — Facilities & Community Services Department — Date 11/7/24
4. [signature] — Risk Management Division — Date 12/3/24

Street Closure time: From 6:30 ☒ am ☐ pm To 12 ☐ am ☒ pm

Staff Notes:

CITY STAFF WILL PRE-STAGE BARRICADES FOR PD USE.

RUN THROUGH REDLANDS

STREET CLOSURES

MARCH 2,, 2025

1.	Eureka and Redlands Blvd.	6:30 am – 10 am
2.	Eureka and State St.	6:30 and – 10 am
3.	Center and Brookside	6:30 am – 8:30 am
4.	Brookside and Eureka	6:30 am – 8:30 am
5.	Fern and Cajon	7:00 am – 8:15 am
6.	Fern and Redlands Blvd	7:15 am – 8:15 am
7.	San Mateo and Olive	7:00 am – 9 am

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	**2024-2025 Amount**	**Type**	**2023-2024 Amount**
Police Personnel[1]	$38,718.00	Hard Cost	$28,672.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$1,800.00	Hard Cost	$900.00
Personnel & Equipment Subtotal	**$40,518.00**		$29,572.00
Fees Established by City Council Resolution			
Park Reservation	$94.00	Soft Cost	$166.00
FCS Equipment	$0.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	**$94.00**		**$166.00**
Total Departmental Charges and Fees	**$40,612.00**		$29,738.00
	$40,518.00 **$94.00** **$40,612.00**	Hard Cost Soft Cost Total	**$29,572.00** **$166.00** **$29,738.00**

[1]*Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.*

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2024-25 to date:

TABLE 2: FY 2024-25 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$211,673.02	$19,780.70	$0.00	$231,453.72	$231,453.72

City Council Meeting **I. 11.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Sole Source Agreement with PlanetBids for an eProcurement System in the amount of $130,894.66 for 5 years (Management Services/Finance Director Garcia)

MOTION(S):

I move to approve the agreement with PlanetBids for an eProcurement system.

RECOMMENDATION:

Staff recommends that City Council approve the agreement with PlanetBids for an eProcurement system in the amount of $130,864.66 for a period of five years.

DISCUSSION:

In February 2015, City Council approved an agreement with PlanetBids to provide an automated eProcurement system that includes the Bid Management, Vendor Management, Quick Quote and Emergency Operations (procurement) Management modules. Since 2015, the eProcurement system has been successfully implemented and is in frequent use.

As a part of the Purchasing Division efforts to automate and standardize procurement processes and maximize reporting and solicitation capabilities, staff recommends continuing to procure the following modules of PlanetBids eProcurement system:

- <u>Bid Management Module</u>
  Bid Management module will help City staff and vendors better connect and find savings in the sourcing process. Staff can quickly manage the process of issuing, monitoring, and awarding formal and informal bids electronically.

- Vendor Management Module
  Vendors can interactively search, view, and respond to bid opportunities securely over the Internet. Bid, addendums and Q&A notifications will be automatically emailed to relevant vendors.

- Project Evaluation Module
  Streamline the bid evaluation process to ensure efficiency, transparency, and the right bid selection.

In summary, PlanetBids eProcurement system provides for an electronic procurement process which will allow the City to gain greater knowledge of what it's buying, greater visibility of every stage of the procurement process and increased savings and efficiency due to competition. The system makes the procurement process transparent, providing electronic bid notifications, automatic bid tabulations and award notifications and reduces opportunity for fraud and corruption due to automated procedures.

Cost savings/avoidance measurements:

It is expected that the City will recover the system setup and service investment in less than 6 months through the benefit of realized lower costs for goods and services. The electronic bidding module allows vendors to see who their competitors are and, consequently, sharpen their pencils while ensuring all bids are confidential.

The proposed agreement between the City of Redlands and PlanetBids has been negotiated with PlanetBids. In order to achieve the absolute best pricing, the proposed Single Source agreement is for the term of 5 years and includes cause and convenience termination clauses. Staff have substantial training and knowledge of the existing PlanetBids system. Also, this system is the most frequently used eProcurement system in California, which, in turn, allows City staff to access other organization solicitations, specifications and awards information.

ALTERNATIVES:

City Council may choose not to approve the agreement with PlanetBids.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Dana Abramovitz-Daniel, Procurement Manager

Fiscal Impact

Fiscal Year:	2025-2030
Revenue Generating:	No
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Discussion:	

FISCAL IMPACT:

Funding for this system will be included in the IT Department's budget for Fiscal Years 2025-2030.

Attachments

PlanetBids Agreement

Innovative eProcurement Solutions

13263 Ventura Blvd., Suite 101 • Studio City, CA, 91604 • (818) 992–1771

PB System™ SUPPORT SERVICES AGREEMENT

What is PlanetBids. *PlanetBids provides a sustainable off-the-shelf modular suite of web-based eProcurement solutions to centralize, automate and manage the complete bidding process for goods and services. All of the solutions are interconnected, comprehensive and streamlined to help fulfill operational tasks in a timely manner, increase productivity and significantly reduce an organization's overall spend. Additional details and end User terms can be found at www.planetbids.com*

This SUPPORT SERVICES AGREEMENT ("Agreement"), which describes the terms and conditions applicable to use of the PlanetBids Online Support Services, is made and entered as of the Service Period defined below, by and between PLANETBIDS, LLC, a Delaware Limited Liability Company ("PlanetBids") and the following customer ("Customer") as described below:

Customer Name: City of Redlands (CA)

Street Address: 35 Cajon Street

City, State ZIP: Redlands CA 92373

Department: Purchasing

Principal Contact: Dana Abramovitz-Daniel

Title: Procurement Manager

Phone & Email: 19097987525; dabramovitz@cityofredlands.org

Method of Payment: Net 30 Days

Initial Service Period: 02/03/2025 - 02/02/2030

THEREFORE, PlanetBids and the Customer agree as follows:

PlanetBids Services. Upon acceptance of this Agreement, PlanetBids shall provide the following Support Services to Customer, subject to the terms and conditions of this Agreement and as more specifically described in Exhibit "A".

a. "Services" shall include one or more of the following PlanetBids PB System™ modules or features if, and only if, listed in Exhibit "A". Customer shall not have access or use of any modules or features not listed in Exhibit "A".

b. PlanetBids will market on behalf of Customer to drive Vendor engagement to participate in Customer's projects/bids as outlined in Exhibit "A".

Fees and Payments.

Support Fees. Customer agrees to pay PlanetBids set up and services fees as set forth in Exhibit "B" hereto.

a. Additional Services; Fees. If requested by Customer, PlanetBids will provide any or all of the following additional services at the fees set forth in Exhibit "B":

1. Customization work in addition to standard setup shall be contracted in the following manner and at PlanetBids' current standard rates: (a) Customer shall submit a written request describing the proposed project; (b) PlanetBids conduct a feasibility and assessment of the project and the work required, (c) if the project is technically feasible, PlanetBids will submit to Customer a written estimate setti ng forth the price, estimated schedule and any conditions of the project. PlanetBids shall not proceed until approval is received in writing from Customer.

2. Training to Customer's designated users, in addition to that provided pursuant to Section 2(a)(1), is available at rates set in Exhibit "B".

3. Customer may, during the term of this Agreement, access and retrieve data in comma delimited format and documents, at no cost. Additional Services related to the retrieval or restoration of any of Customer's data from such back-up files are available, if necessary, at rates set forth in Exhibit "B".

b. Purchase Orders/Billing. Purchase orders, billing or any related matters must be emailed to billing@planetbids.com or mailed to the following address;

PlanetBids, LLC.,13263 Ventura Blvd., Suite 101, Studio City, CA 91604

Attn: Finance or other address as specified by Company

c. Payment Terms. Net 30, Please remit the full amount within 30 days from the date of this invoice.

d. Tax. It shall be the responsibility of Customer to collect and pay any taxes, duties, imports, or tariffs that are applicable to sales via the Services.

e. Credit Cards: 3% credit card fee will be applied to all transactions made through a credit card

f. Late Fees: If Customer is overdue on any payment and fails to pay within specified payment term, then PlanetBids may assess, and Customer agrees to pay a late fee of either 1.5% per month, or the maximum amount allowable by applicable law, whichever is less.

g. Insurance: Insurance verification is provided for no cost, to be added as an "additional insured" is an additional fee as defined in Exhibit "B".

No Guarantee. PlanetBids does not guarantee use of the Services will produce any quotes, business opportunities or other information helpful to the business of Customer, nor does it guarantee that any contact provided will be adequate or best suited for any transaction.

Permitted Use. Customer shall not use, or permit any employee, consultant or other third party to use, the Services or any content or information accessible through the Services with any other e-procurement product or service including, but not limited to, use of the PB System's vendor and contractor database to distribute requests for bids through a third-party product or service.

Third Party Codes. If Customer uses standard identification codes, PlanetBids shall have the right to request for inspection an original copy of such codes and any necessary authorizations for use. If such identification codes are proprietary codes of third parties, such as NIGP, SIC or CSI, or any other third-party identification codes, it shall be the responsibility of Customer to obtain the necessary licenses. It shall not be deemed a breach of this provision if after reasonable efforts, Customer is unable to obtain the necessary licenses for third-party identification codes. Customer indemnifies and holds harmless PlanetBids from the unauthorized use or publication of any such identification codes with respect to the Services.

Data. For its own internal retrieval and restoration purposes, PlanetBids will record and maintain for a limited time a back-up of all data appearing on Customer's website on a daily basis. The standard duration of such data retained will be for a minimum of 7 years upon contract termination and determined by PlanetBids in its sole discretion thereafter. In the event PlanetBids finds it necessary to purge Customer's data file prior to the standard 7 years, Customer's data will be transmitted to Customer for Customer's record keeping purposes

Disclaimer. PLANETBIDS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS, EVEN IF PLANETBIDS HAS BEEN MADE AWARE IN ADVANCE OF SUCH POTENTIAL RISK, NOR ANY WARRANTY REGARDING THE ACCURACY, LIKELY RESULTS, OR THE RELIABILITY OF ANY SITES LINKED INTO THE SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PLANETBIDS HEREUNDER EXCEED $1,000,000.00.

Indemnity. Each party will indemnify and defend and hold harmless the other party from and against all claims, liabilities, damages, and expenses, including reasonable attorney fees, arising out of any property damage, personal injury, or death, sustained by such other party as a result of the gross negligence or willful misconduct of the indemnifying party or its agents or employees. PlanetBids shall defend, indemnify and hold harmless Customer from any lawsuit, claim, loss, expense pr damage resulting from or caused directly or indirectly by PlanetBids' alleged violation of intellectual property rights of any third party,as it relates to the performance of PlanetBids' Statement of Work outlined in Exhibit "A" attached hereto.

Termination. a) Termination for Cause. This Agreement may be terminated by either party by providing the nonterminating party with no less than forty-five (45) business days written notice (and reasonable opportunity to cure) upon the occurrence of any breach of any material term or condition of this Agreement or any representation or warranty herein. b) Termination Other

Than for Cause. Customer may terminate this Agreement without cause by giving Company no less than sixty (60) days written notice before the effective date of such termination. In such case, the effective date of termination shall be the anniversary of the date for the current term of this Agreement that first occurs following the end of the foregoing notice period to each consecutive term year. Any payments made by Customer for actual or subsequent years are non-refundable.

Confidentiality and Non-Disclosure. To the extent authorized by law, each party to this Agreement agrees that it shall treat as confidential, information expressly marked "confidential". It shall not be a breach of this provision if Customer is required to disclose confidential information in response to a subpoena, a court order or federal or state law requires disclosure as determined by Customer. Confidential information shall not include: (i) information in the public domain through no fault of the receiving party; (ii) known to the receiving party at the time of disclosure on a non-confidential basis; (iii) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (iv) independently developed by the receiving party. The parties will use confidential information (a) solely to fulfill its obligations under this Agreement; (b) protect confidential information using the same degree of care it uses to protect its own confidential information of a like nature; (c) but in no event less than a reasonable degree of care.

Notices. PlanetBids shall provide notice to Customer via email, or (at its discretion) via certified U.S. Mail, to the address provided in this Agreement or such other address provided by Customer to PlanetBids. Customer shall provide notice to PlanetBids via email to customerservice@PlanetBids.com, with a copy sent via certified U.S. Mail to the address on the membership registration. Notices will be effective 6 hours after sending if sent via email (unless the sender receives a response indicating that the message was undelivered) or 3 business days after the mailing date, whether or not received.

Assignment. Neither party shall assign this Agreement or any of its rights or obligations without the prior written consent of the other party, and any such attempted assignment will be void, provided PlanetBids may transfer this Agreement without consent of Customer in connection with the sale or transfer of all or substantially all of its equity or assets. Subject to the above, this Agreement will be binding upon the parties' respective successors and permitted assigns.

No Waiver. The failure of PlanetBids to exercise or enforce any right or provision under this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the terms and conditions shall remain in full force and effect.

General. Each party to this Agreement agrees that any dispute arising under the Agreement shall first be attempted to be resolved through mediation. If mediation is unsuccessful, the parties may agree to submit the dispute to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. Notwithstanding anything herein, either party may seek relief in any court of competent jurisdiction in San Bernardino County, California..

Force Majeure. PlanetBids will not be liable in any amount for failure to perform any obligation under this Agreement if such failure is caused by Internet outages or delays, unauthorized access (hacking), earthquakes, communications outages, fire, flood, war, an act of God, pandemic, or the occurrence of any other unforeseen contingency beyond the reasonable control of PlanetBids.

Authority to Sign. Customer represents and warrants (a) the Customer information provided is current, complete, and accurate, (b) that the person signing this Agreement is authorized to bind Customer, (c) Customer will update the information (including credit card information, if applicable) as required to keep such information current, complete and accurate. PlanetBids may, in its sole discretion, cancel or terminate this Agreement if Customer has willfully violated its obligations hereunder.

AGREED effective as of the date first written above.

PlanetBids

x

Signatory: David DiGiacomo

Email of signatory: davidd@planetbids.com

Timestamp: Friday, December 6th, 2024 4:17 PM UTC

City of Redlands (CA)

x

Signatory: Mario Saucedo, Mayor

Email of signatory: msaucedo@cityofredlands.org

Date: _____

CITY OF REDLANDS (CA)
ATTEST:

_____
Jeanne Donaldson, City Clerk

_____
Date:

EXHIBIT "A"

STATEMENT OF WORK

FOR SETUP, IMPLEMENTATION AND TRAINING

1. Customer System Configuration:

Services available to Customer shall be utilized by the Purchasing Department and shall include:

A. Access for up to nine (9) full licensed users of Customer to the following module(s) of the PlanetBids "PB System™":

i. Vendor Management and Bid Management Modules
ii. Project Evaluation Module

B. Access for up to one (1) licensed users of Customer to the following module(s) of the PlanetBids "PB System™":

i. Read-Only

C. Access and use of the PlanetBids "Outreach" database for no additional cost.

2. PB System™ Access Services:

PlanetBids rate for maintaining the PB System™ vendor and bid management is based upon an unlimited number of monthly transactions (Bids) and the number of user licenses acquired by Customer. PB System™ Access Services include the following:

- System Administration – PlanetBids will be responsible for system and data backups, disaster recovery, system reliability, availability, privacy, and system security
- Hosting Infrastructure – PlanetBids will be responsible for hosting Services, maintaining the network, hardware, and software infrastructure
- Customer Service – Is available Monday through Friday, excluding statutory holidays (see Help Desk definition below)
- Account Management – PlanetBids will provide a dedicated Account Manager for post-sales support, Services questions.

3. PB System™ Setup, Implementation and Online Training:

- Online training will be provided as outlined below for only the PB Modules licensed and purchased by the Customer for the initial setup and configuration of the Service. PB Modules which were not purchased by Customer, training will be omitted.
- PlanetBids will initially install for Customer the specified number of licensed Services users and configure PB modules.
- PlanetBids will provide up to 3 months' access, by request, to an online training sandbox for Customers to practice using the Service during the initial setup period.
- Vendor and Bid Management Modules: 2-hours and 45-minutes
- Advanced eBidding for Public Works add-on Module: 15-minutes
- PB System™ Project Evaluation Management Module: 45-minutes
- Insurance Certificate Management with My Insurance module: 30-minutes
- Contract Management Module: 45-minutes
- Includes training for DocuSign add-on to Contract Management. The DocuSign product or service is not included. Customer must purchase from DocuSign the required product or services access.
- Agency Contracts add-on Module to Contracts Management: 15-minutes
- Contract Compliance add-on module to Contract Management Module: 15-minutes
- Business Certification Module: 30-minutes
- Emergency Operations Module: 20-minute online training session

4. PB System™ setup, implementation and training consists of the following:

A. Initial program definition

The PlanetBids implementation manager will work with one (1) designated Customer project manager to develop a roadmap for system implementation. The implementation manager will define and present a project management schedule to the Customer project manager. Customer will be required to submit information according with the project management schedule. Upon completion and review of the Services by Customer, online training will be scheduled and performed.

B. System implementation and administration

PlanetBids will enter and configure Customer requirements into Services for each licensed user access for Customer for only the Modules purchased by the Customer.

The following implementation services will be provided:

a. Account Manager assigned to manage implementation process.

b. Press kit developed by PlanetBids Marketing team, including initial press release for publishing to attract Vendors to register for new system.

c. URL configured for Customer's procurement web page for Vendor registration.

d. Customer shall publish official press releases to attract Vendors to new URL. PlanetBids will publish Customer press release to social media sites and other media outlets.

e. PlanetBids will create and send an initial email campaign to any existing Vendor lists Customer may have access to or has compiled. Data will be sent to PlanetBids in comma delimited format or excel.

f. Configuration of Customer's purchased Modules.

g. Testing of Customer's purchased Modules

h. Customer specific databases will be established.

i. Complete bid management from bid submission to awarding.

j. Electronic bidding tools configured.

k. Daily backups.

l. Services users and vendor support for the duration of the Agreement.

5. Professional Services

PlanetBids will provide consulting services for custom reports or Services customizations, specific to Customer, not covered by this Statement of Work at an additional charge. Additional consulting services requested in writing by Customer will be billed at the rates set forth in Exhibit "B". No work will begin on professional services before a mutually agreed-upon statement of work is completed.

6. Help Desk

The PlanetBids Help Desk is available for support (as defined below) via our telephone number (818) 992-1771, from 8:00 am to 5:00 pm, Monday through Friday, excluding statutory holidays. Online support, as well as on-line help services are also available at https://solutions.planetBids.com/support (https://solutions.planetBids.com/support/) .

To ensure prompt assistance for licensed users of Customer's Services, PlanetBids requires the Customer to designate at least one, preferably two or three, Services Super Users. The Customer Super Users will be responsible to manage licensed user access, such as username and password, initiating or providing basic "Level 1" support to the licensed users of Customer's Services. While PlanetBids will offer Level 1 or Level 2 support, the designated Super Users will serve as the primary point of contact with PlanetBids.

To provide instant service to vendors and contractors, PlanetBids recommends Customer to initiate or provide basic “Level 1” support although PlanetBids will provide Level 1 or Level 2 support at any time:

- Level 1 support representatives will attempt to answer most or all questions, including help to vendors with simple problems (edit profile, etc.) or general “how-to” questions (search functionality, bidding, etc.). Services related questions by Vendors/Contractors that cannot be answered or supported by Customer should be directed to a PlanetBids support representative. More complex, technical questions should be directed to a Level 2 PlanetBids support representative.
- Level 2 support is more technical in nature. Level 2 questions may, for example, deal with Customer users (i.e., PB System™ administrative users including buyers, project administrators, etc.) or with password issues requiring special assistance, or with possible product bugs or failures. In this case, some research and investigation may be required.

7. User License(s) Management

Customer is responsible for monitoring and maintaining Services licensed users and ensuring all usernames and passwords are always up-to-date. Usernames and passwords are for authorized individual use only.

EXHIBIT "B"

FEES AND PAYMENTS

a. Support Fees. Customer agrees to pay PlanetBids a total of $24,730.81 for the first year. Payment for Year 1 shall be due and payable 30 days from the time of execution of this Agreement. The fee(s) for each of the following years are as outlined in Table (A) below and are payable in advance within 30 days of the first day of each such year:

1. **Setup Fee.** Customer agrees to pay a setup fee of $500 for the Services installation, configuration, and testing of the Services portal link to Customer's website, plus administrator setup and one-time online user training for up to the number of user licenses and additional modules as outlined in this Agreement and Exhibit "A".

2. **Service Fee Payment.** Customer agrees to pay for using the Services modules, a service fee of $24,230.81 for first year of this Agreement and each of the following years as outlined in Table (A). A (3%) percent fee increase applies upon renewal each year.

Table (A)

PB System™ MODULES	Quantity Up to	SETUP	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Vendor Management & Bid Management	9	-	20,040.81	20,642.03	21,261.30	21,899.13	22,556.11
Project Evaluation Management	9	500.00	3,675.00	3,785.25	3,898.81	4,015.77	4,136.24
Read-Only	1	-	515.00	530.45	546.36	562.75	579.64
Sub-Total		**$500.00**	**$24,230.81**	**$24,957.73**	**$25,706.47**	**$26,477.66**	**$27,271.99**
Total			**$24,730.81**	**$24,957.73**	**$25,706.47**	**$26,477.66**	**$27,271.99**

b. Additional Services. If requested by Customer in writing, PlanetBids will provide any or all of the following additional services. The following rates are current as of the date of this Agreement but are subject to an increase of not more than 10% per year after the first year of this Agreement.

1. Training: $975.00, for a single online training session of up to 2 hours.

2. For its own internal retrieval and restoration purposes, PlanetBids will record and maintain for a limited time a back-up of all data appearing on Customer's website on a daily basis. The duration of such data retained will be for a minimum of 7 years and determined by PlanetBids in its sole discretion thereafter. However, Customer may, during the term of this Agreement, access and retrieve data in text delimited Microsoft Excel format and documents, at no cost. Additional Services related to the retrieval or restoration any of Customer's data from such back-up files are available, if necessary, at PlanetBids current standard rates, which will vary depending on the level of services required, but not less than $250.00 per hour.

3. Customer to be added as an "Additional Insured" is $250/year.

City Council Meeting **I. 12.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve of the Agreement with SDI Presence LLC for ERP Software Optimization Consulting Services in an amount not-to-exceed $236,230 (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion(s) is provided:

I move to approve the agreement with SDI Presence LLC.

RECOMMENDATION:

Staff recommends that Council approve the agreement with SDI Presence LLC for ERP Software Optimization Consulting Services in an amount not-to-exceed $236,230.

DISCUSSION:

In 2018, staff undertook a multi-step process for seeking a new enterprise resource planning software solution, commonly referred to as an "ERP" system. The financial and human resources of an organization are often seen as its "enterprise resources", hence the terminology "enterprise resource planning" (ERP) system. The purpose of such a system is to adequately address the budgeting, financial reporting, human resource management and payroll functions that are critical to the efficient operation of the City. In 2019, after a lengthy selection process that involved vendor interviews and demonstrations, the City awarded the agreement to Tyler Technologies for the implementation of its ERP solution, known as Tyler Munis. The product is now formally referred to as Tyler ERP.

As nearly five (5) years have passed since its initial implementation, staff sought consultative services to understand what additional enhancements, improvements, changes, and adjustments can be made as the City's internal workflows have changed, Tyler's technology has changed, and new software integrations are called for. In an effort to seek support, staff released an RFP for ERP Software Optimization Consulting Services in the late fall of 2024.

In accordance with Chapter 2.16.180(B) of the City's Municipal Code, an evaluation committee reviewed and ranked the proposals based on the demonstrated competence and professional qualifications of each firm, in accordance with specific evaluation criteria identified in the RFP. SDI Presence was identified as the most qualified consultant to perform the tasks listed in the RFP. City staff negotiated a reasonable consulting fee and is recommending that the Council approve an agreement with SDI Presence LLC for an amount not to exceed $236,230. This amount is derived from the ERP Assessment and Reporting services as well as the Project Management and Implementation services.

ALTERNATIVES:

Council may choose to modify, table or reject the recommendations provided by staff.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager

Fiscal Impact

Fiscal Year: 2025

Appropriation Required Y/N: No

Budgeted Y/N: Yes

Discussion:

Funding for these services was included in the Management Services budget for FY 2025.

Attachments

Agreement with SDI Presence for ERP Optimization

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of ERP Software Optimization Consulting Services ("Agreement") is made and entered in this 4th day of February, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and SDI Presence LLC, a Delaware Limited Liability Company. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide ERP Software Optimization Consulting services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Danielle Garcia, Management Services/Finance Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent in accordance with the schedule set forth in Exhibit "B," titled "Project Schedule," which is attached hereto and incorporated herein by reference.

The term of this Agreement shall be for a period of two (2) years from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"),

on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

4.2 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation. Total compensation for Consultant's performance of the Services shall be in the amount of Two Hundred and Thirty-Six Thousand Two Hundred and Thirty dollars ($236,230). City shall pay Consultant in accordance with Exhibit "C," titled "Fee Schedule Title" which is attached hereto and incorporated herein by this reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:	CONSULTANT:
City Clerk	Sharee L. Wolff
City of Redlands	SDI Presence LLC
35 Cajon Street	200 E. Randolph Street, Suite 3550
P.O. Box 3005 (mailing)	Chicago, IL 60601
Redlands, CA 92373	swolff@sdipresence.com
jdonaldson@cityofredlands.org	Phone: (312) 580-7500
Phone: (909) 798-7531	Fax: (312) 580-7600

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant.

Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "D ," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

SDI PRESENCE LLC

By: _____
Sharee L. Wolff, CFO

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will complete the activities and tasks described in the four phases presented below, and will provide the deliverables described, as a part of the overall scope of services to be provided.

Phase 1 – INITIATE

The purpose of the Initiate Phase is to prepare for, and initiate, the project under a well-defined work plan. This phase includes confirming our understanding, as well as the understanding of the stakeholders, regarding the scope of work and the process for accomplishing the overall objectives of the project. The following figure identifies the tasks and deliverables followed by a written description.

Phases and Tasks		Deliverables
Phase 1 INITIATE	1.1 – Project Planning Meeting 1.2 – Work Plan Development and Review 1.3 – Kickoff Meeting	✓ Project Work Plan ✓ Project Schedule ✓ Project Status Reporting Template ✓ Kickoff Meeting Presentation

1.1 Project Planning Meeting

TASK DESCRIPTION: Consultant will meet with the City's Project Sponsor and other key staff to complete a detailed review of the scope of work, project timeline, deliverables, project status methods, project participants (i.e. sponsor, subject matter experts, technical resources, etc.), and other items to ensure a well-planned project. During this meeting, Consultant will discuss the tools and templates that will be leveraged.

1.2 Work Plan Development and Review

TASK DESCRIPTION: Consultant will develop and publish a Work Plan that identifies the project approach, methods, tasks, activities, resources, schedule, and deliverables. Consultant will utilize the Work Plan as the basis for regular status reporting activities. In addition, Consultant will develop an initial project schedule for the City's consideration.

DELIVERABLES: Project Work Plan, Project Schedule, and Regular Status Reporting Template

1.3 Kickoff Meeting

TASK DESCRIPTION: Consultant will develop a PowerPoint presentation outlining the project approach, goals, timeline, and other key factors relating to the project, and will present the PowerPoint at a City-wide Kickoff meeting. Since the project will have a City-wide impact, it is important to proactively communicate with all impacted staff to ensure a clear understanding of project goals and objectives, roles and responsibilities, approach, tasks, and timeline. The Kickoff Meeting also provides the opportunity to introduce the Consultant team to City staff

and should involve senior level management and project sponsors to provide introduction of this City-wide endeavor. It is important that all City staff that will be involved in the project, regardless of their role, participates in a project kickoff.

DELIVERABLE: Kickoff Meeting Presentation

Phase 2 – ASSESS

During the Assess phase, Consultant will gather information to develop an accurate and clear understanding of the current environment, including a detailed City-wide review of business processes related to ERP activities. Information gathered during this phase will be utilized to develop a gap analysis report, recommendations for business process improvements, and information regarding potential technology changes needed to implement those improvements. The following figure identifies the tasks and deliverables followed by a written description.

Phases and Tasks		Deliverables
Phase 2 ASSESS	2.1 – Request and Review Documentation 2.2 – Conduct Citywide Business Process Workshops 2.3 – Document Current Business Process Workflows 2.4 – Develop Business Process Improvement Recommendations 2.5 – Identify Key Issues and Develop Gap Analysis Findings 2.6 – Assist with Development of Procedural Documentation	✓ Documentation Request Listing ✓ Business Process Workshops Facilitation ✓ Business Process Workflows Documentation ✓ Business Process Improvements Recommendations ✓ Gap Analysis Findings ✓ Procedural Documentation Artifacts

2.1 Request and Review Documentation

TASK DESCRIPTION: Consultant understands that City staff has limited time to dedicate to this project. Consequently, we will make all efforts to be as prepared as possible before asking for staff time. To accomplish this, Consultant will request documentation to familiarize ourselves with the current environment, processes, procedures, policies, transaction levels, organizational responsibilities, reports, technical documentation, and other similar information.

DELIVERABLE: Documentation Request Listing

2.2 Conduct Citywide Business Process Workshops

TASK DESCRIPTION: Consultant will conduct a series of workshops with City staff throughout the organization. The focus of the workshops will be to gather information about existing business processes and practices relating to the processing of transactions and data from the City's various business functions. The workshops provide an opportunity to get a complete understanding of existing business processes and to identify opportunities for business process improvements to increase efficiency.

Information gathered in the various workshops will be used to document current processes, practices, policies, and procedures related to the City's use of the Tyler Munis ERP system. The workshops will also explore unmet needs and focus on identifying potential modifications in the use of the Munis system that can improve existing operations.

Consultant's approach to conducting the workshops involves more than just gathering information from the City's subject matter experts. It includes educating and collaborating with

staff on best practices and how potential modifications to existing Munis functionality, or adoption of functionality not in use, can be considered to help increase staff efficiency and effectiveness.

The specific workshop groupings will be defined during the Initiate phase of the project. Based on our understanding of the City and the various systems in use, we anticipate conducting approximately 20 to 25 workshops.

DELIVERABLE: Business Process Workshops Facilitation

2.3 Document Current Business Process Workflows

TASK DESCRIPTION: Based on the information gathered during the Business Process Workshops, Consultant will document the current workflows in place, along with existing interfaces with other software systems in the organization.

DELIVERABLE: Business Process Workflows Documentation

2.4 Develop Business Process Improvement Recommendations

TASK DESCRIPTION: Consultant will develop a list of potential business process improvements that, if implemented, would provide City personnel the opportunity to maximize their efficiency and effectiveness. The business process improvement recommendations will be developed utilizing information gathered during the Business Process Workshops, along with our knowledge of industry best practices for business processes.

DELIVERABLE: Business Process Improvements Recommendations

2.5 Identify Key Issues and Develop Gap Analysis Findings

TASK DESCRIPTION: Based on the workshop findings, Consultant will develop a gap analysis assessment. The gap analysis will identify areas where changes in existing business practices, and modifications to the existing use of the Tyler Munis ERP product, may result in improved efficiency and effectiveness.

DELIVERABLE: Gap Analysis Findings

2.6 Assist with Development of Procedural Documentation

TASK DESCRIPTION: Consultant will work with the City's subject matter experts in the functional areas that utilize the Tyler ERP system to develop procedural documentation on utilizing the system to process transactions. The goal of this activity is to ensure the City has documented processes that reflect best business practices for each of the functional areas that utilize the ERP system to perform work. Said documentation will help ensure that business functions continue uninterrupted during employee transitions.

DELIVERABLE: Procedural Documentation Artifacts

Phase 3 – REPORT

The Report phase entails documenting the results of our previous activities into a clear, comprehensive, and concise document that City personnel can use as a roadmap to help

improve the overall efficiency and effectiveness of the organization through maximizing the use of the Tyler Munis ERP system. The following figure identifies the tasks and deliverables.

Phases and Tasks		Deliverables
Phase 3 REPORT	3.1 – Prepare Draft ERP Optimization Report 3.2 – Review Draft Report with Stakeholders 3.3 – Deliver Final ERP Optimization Report	✓ Draft and Final ERP Optimization Reports

3.1 Prepare Draft ERP Optimization Report

TASK DESCRIPTION: Consultant will compile all of the information gathered during previous activities into a single draft report for the City's review and comment. The draft report will include a description of the project purpose, background, and approach. It will describe the current use of the Tyler Munis ERP system, existing business processes, potential business process improvements to help increase efficiency and effectiveness, a GAP analysis, and a set of recommendations regarding technology needs. The draft report will contain Consultant's professional observations regarding the current ERP system, along with presenting alternatives for improving on the current system and recommendations for a go-forward strategy. It will also include suggested phasing plans, a potential project implementation schedule, and an estimated project budget for any potential technology change.

DELIVERABLE: Draft ERP Optimization Report

3.2 Review Draft Report with Stakeholders

TASK DESCRIPTION: Consultant will conduct a meeting to present our draft report to City stakeholders and gather feedback regarding the draft report. The purpose of the meeting is to ensure that the data contained in the draft report is factually correct and make any necessary adjustments to the report prior to finalizing it.

3.3 Deliver Final ERP Optimization Report

TASK DESCRIPTION: Consultant will incorporate comments and clarifications received during the draft report review into a final ERP Optimization Report and deliver the report to the City.

DELIVERABLE: Final ERP Optimization Report

Phase 4 – IMPLEMENT

Consultant will provide project management services to oversee the successful implementation of the recommendations developed during Phases 1 – 3 of the ERP optimization project. Consultant will use a structured approach to project management activities, working collaboratively with the City's Project Sponsor to ensure that project activities are focused on maximizing outcomes for the City.

EXHIBIT "B"
PROJECT SCHEDULE

Based on our experience with past similar engagements, and taking into consideration the size and complexity of the City, Consultant anticipates the following project timelines:

1. ERP Assessment and Reporting

Table 1 – Proposed Project Timeline

SDI Phase	Proposed Timeline (in weeks)
Phase 1 – INITIATE	Weeks 1 – 2
Phase 2 – ASSESS	Weeks 3 – 12
Phase 3 – REPORT	Weeks 13 – 20

2. Project Management - Implementation of ERP Assessment Recommendations

It is difficult to predict the potential number and complexity of implementation recommendations that will result from the ERP optimization project. Thus, providing an implementation timeline is challenging. Based on similar projects, we recommend the City consider that implementation of recommendations will entail 12 – 18 months after delivery of the ERP assessment report.

EXHIBIT "C"

PROJECT COSTS & RATE SCHEDULE

1. ERP Assessment and Reporting

Consultant estimates that the project will require 571 hours to complete for a total cost of $121,230.

Consultant's all-inclusive rates (inclusive of travel and related expenses) are as follows: $240 per hour for Engagement Manager; $230 per hour for Project Manager; and $210 per hour for Project Consultants. Provided below is a table presenting the level of effort and cost by Phase and Task for the ERP Assessment and Reporting portion of the project.

			Patrick Griffin Delivery Executive		Greta Davis Project Manager		Rita Conrad Project Consultant		Kelli Ganley Project Consultant	
			$240		$230		$210		$210	
Task Descriptions	Hours	Price	Hours	Price	Hours	Price	Hours	Price	Hours	Price
Phase 1 - Initiate										
1.1 Project Planning Meeting	5	$ 1,100	1	$ 240	1	$ 230	2	$ 420	1	$ 210
1.2 Finalize Work Plan Development and Review	4	$ 860		$ -	1	$ 230	2	$ 420	1	$ 210
1.3 Kickoff Meeting	5	$ 1,100	1	$ 240	1	$ 230	2	$ 420	1	$ 210
Subtotal: Phase 1 - Initiate	**14**	**$ 3,060**	**2**	**$ 480**	**3**	**$ 690**	**6**	**$ 1,260**	**3**	**$ 630**
Phase 2 - Assess										
2.1 Request and Review Documentation	10	$ 2,100		$ -	-	$ -	8	$ 1,680	2	$ 420
2.2 Conduct Citywide Business Process Workshops	120	$ 25,200		$ -	-	$ -	60	$ 12,600	60	$ 12,600
2.3 Document Current Business Process Workflows	70	$ 14,900		$ -	10	$ 2,300	40	$ 8,400	20	$ 4,200
2.4 Develop Business Process Improvement Recommendations	90	$ 19,300		$ -	20	$ 4,600	45	$ 9,450	25	$ 5,250
2.5 Identify Key Issues and Develop Gap Analysis Findings	70	$ 14,900		$ -	10	$ 2,300	40	$ 8,400	20	$ 4,200
2.6 Assist in Development of Procedural Documentation	100	$ 21,000		$ -	-	$ -	50	$ 10,500	50	$ 10,500
Subtotal: Phase 2 - Assess	**460**	**$ 97,400**	**-**	**$ -**	**40**	**$ 9,200**	**243**	**$ 51,030**	**177**	**$ 37,170**
Phase 3 - Report										
3.1 Prepare Draft ERP Optimization Report	64	$ 13,640	4	$ 960	4	$ 920	40	$ 8,400	16	$ 3,360
3.2 Review Draft Report with Stakeholders	6	$ 1,300		$ -	2	$ 460	2	$ 420	2	$ 420
3.3 Deliver Final ERP Optimization Report	27	$ 5,830	2	$ 480	5	$ 1,150	10	$ 2,100	10	$ 2,100
Subtotal: Phase 3 - Report	**97**	**$ 20,770**	**6**	**$ 1,440**	**11**	**$ 2,530**	**52**	**$ 10,920**	**28**	**$ 5,880**
Grand Total	**571**	**$ 121,230**	**8**	**$ 1,920**	**54**	**$ 12,420**	**301**	**$ 63,210**	**208**	**$ 43,680**

2. Project Management - Implementation of ERP Assessment Recommendations

Consultant is prepared to assist the City with the implementation of our recommendations. It is difficult to predict the outcome of the ERP Assessment, the potential number of recommendations and their complexity for implementing. As such, Consultant recommends the City consider establishing a budget of 500 hours to complete implementation activities. Our designated Project Manager Greta Davis would be assigned to work directly with the City on implementation activities, and Consultant is prepared to honor the all-inclusive rate provided for the Assessment portion of the project of $230 per hour. Applying this rate to the 500 hours yields a cost of $115,000.

Total Project Costs

The **total project cost** for both the ERP Assessment and Project Management during implementation of recommendations is $236,230.

Consultant invoices clients for actual hours worked in the prior month, with details outlining the Consultant resource, time spent, and on which project activities. Consultant does ***not*** charge for travel time to attend onsite activities at our client sites.

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_X____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

SDI PRESENCE LLC

By:_____ Date: _____

Sharee L. Wolff, CFO

City Council Meeting **I. 13.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Professional Services Agreement with Chambers Group, Inc. for California Environmental Quality Act (CEQA) document determination services for the Wastewater Treatment Plant Recycled Water Reservoir Project for an amount not-to-exceed $55,211, and determine that approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine that approval of the Professional Services Agreement with Chambers Group, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve the Professional Services Agreement with Chambers Group, Inc.

RECOMMENDATION:

Staff recommends City Council determine approval of a Professional Services Agreement with Chambers Group, Inc. for CEQA document determination services for the Wastewater Treatment Plant Recycled Water Reservoir Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State’s Guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approve a Professional Services Agreement with Chambers Group, Inc. for an amount not-to-exceed $55,211 for CEQA document determination services for the Wastewater Treatment Plant Recycled Water Reservoir Project.

DISCUSSION:

In 2024, the Municipal Utilities and Engineering Department (MUED) managed the engineering of a 2.75 MG recycled water reservoir to be constructed at the Wastewater Treatment Plant (WWTP) in the future. In November 2024, California voters adopted Proposition 4 (The Act), the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act, which will provide funding to address California's current and future climate impacts. The Act designates approximately $3,800,000,000 for safe drinking water, drought, flood, and water resiliency projects and programs (Chapter 2, Section 91000). MUED staff believes that construction of the WWTP Recycled Water Reservoir is a good candidate for Proposition 4 funding, and that a funding request would be strengthened if the project is "shovel-ready". The project's only remaining pre-construction element is an environmental impacts analysis that complies with the California Environmental Quality Act (CEQA).

On November 14, 2024, Municipal Utilities and Engineering Department staff issued a Request for Proposals (RFP) for professional services to analyze potential project environmental impacts. On December 10, 2024, staff received proposals from the following six (6) firms:

1. Chambers Group, Inc., Costa Mesa, CA
2. Ecorp Consulting, Inc., Redlands, CA
3. Kimley-Horn and Associates, Inc., Riverside, CA
4. Lilburn Corporation, San Bernardino, CA
5. Meridian Consultants, LLC, Westlake Village, CA
6. UltraSystems Environmental, Inc., Irvine, CA

In accordance with Chapter 2.16.180 of the City's Municipal Code, an evaluation committee reviewed and rated the proposals based on each firm's demonstrated competence and professional qualifications in accordance with specific evaluation criteria identified in the RFP. Chambers Group, Inc. was identified as the consultant most qualified to perform the tasks identified in the RFP. Staff negotiated a reasonable consultant fee and recommends City Council approval of a Professional Services Agreement with Chambers Group, Inc. for an amount not to exceed $55,211.

Approval of the Professional Services Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State’s Guidelines implementing the California Environmental Quality Act as there is no possibility that this action will result in an impact on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	521900

Discussion:

The FY 24/25 Wastewater Budget (521900) includes funding for this project.

Attachments

Chambers Professional Services Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of California Environmental Quality Act (CEQA) documentation services for the Wastewater Treatment Plant Recycled Water Reservoir Project ("Agreement") is made and entered in this 4th day of February, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Chambers Group, Inc. a California corporation etc. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide California Environmental Quality Act (CEQA) documentation services for the Wastewater Treatment Plant Recycled Water Reservoir Project services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall complete the Services by December 31, 2025, unless the Services are terminated earlier as provided for herein.

4.2 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall be in the amount of fifty-five thousand two hundred eleven dollars ($55,211). City shall pay Consultant in accordance with Exhibit "B," titled "Cost Proposal" which is attached hereto and incorporated herein by this reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:	CONSULTANT:
City Clerk	Mike McEntee, CEO/CFO
City of Redlands	Chambers Group, Inc.
35 Cajon Street	3151 Airway Ave., Suite F208
P.O. Box 3005 (mailing)	Costa Mesa, CA 92626
Redlands, CA 92373	mmcentee@chambersgroupinc.com
jdonaldson@cityofredlands.org	Phone: (949) 261-5414
Phone: (909) 798-7531	Fax: (949) 261-3100

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a

provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by

the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to

perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS	CHAMBERS GROUP, INC.
By: _____	By: _____
Mario Saucedo, Mayor	Mike McEntee, CEO/CFO

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide the following Scope of Work.

Consultant can commence work on this Proposed Project as soon as we receive written notice to proceed (NTP).

Task 1: Project Initiation

Task 1.1: Initial Meeting and Data Acquisition

After receiving NTP, the Consultant Project Manager, Eunice Bagwan, and key technical personnel, will be prepared to meet with the City at a Project Initiation/Kick-Off Meeting to discuss the goals, Project description, specific Project issues, upcoming construction schedules, and CEQA schedule, as well as receive any pertinent Project information reports. If determined to be appropriate during the kick-off meeting,

Consultant will review all available Proposed Project-related data and reports provided by the Client. Consultant is not responsible for the accuracy of any existing technical reports not authored by Consultant. Following the review of existing data, any gaps in the data and recommendation for correcting the gaps would be discussed with the City. Consultant will work closely with the City to determine what additional data must be collected in support of the CEQA document being prepared. It is assumed that Consultant can use these documents in the analysis of the Proposed Project.

Task 1.2: Project Description

Consultant will develop a comprehensive description for the Proposed Project that will form the basis for the analysis of the potential impacts on the environment, based on the information provided by the City. The project description will include a narrative and graphical presentation of the Proposed Project, including components, location and boundaries, regional and vicinity maps, and a statement of the Proposed Project goals and objectives.

Task 2: Technical Studies

Based on review of the RFP, the technical studies below will support the IS/MND.

Task 2.1: Air Quality, Energy, and Greenhouse Gas Memo

The following steps will be utilized to prepare the Air Quality and Greenhouse Gas (GHG) Emissions Memo:

- Provide a project description that details the project location and nearby sensitive receptors.
- Identify South Coast Air Quality Management District's (SCAQMD's) thresholds of significance for criteria pollutants and GHGs.
- Identify thresholds of significance for energy usage.
- Evaluate and quantify criteria pollutants and GHG emissions associated with construction activities for the proposed project utilizing the California Emissions Estimator Model® (CalEEMod) Model and timing assumptions provided by the client. Compare the proposed project's construction-related regional criteria pollutant emissions and GHG emissions to the SCAQMD thresholds.

- Evaluate local NOx, CO, PM10, and PM2.5 emissions at the nearest sensitive receptors to the Project from each phase of construction activities for the Proposed Project utilizing SCAQMD's Lookup Tables and the methodology described in Localized Significance Threshold Methodology, prepared by SCAQMD, July 2008.
- Provide a qualitative analysis of the construction-related toxic air contaminant (TAC) impacts from the proposed project and detail how due to the limited duration of construction activities that the cancer and non- cancer risks would be less than significant.
- Provide a qualitative operational emissions analysis that details how the operation of the proposed water tank would be passive and would not typically create any air or GHG emissions.
- Provide a qualitative odor analysis from construction and operation of the Proposed Project. The odor analysis will identify the potential sources of odors from construction and operations and the number of variables that can influence the potential for an odor impact as well as providing detail of what constitutes a significant odor impact.
- Calculate construction energy usage through utilization of the CalEEMod model run developed for the air quality analysis to quantify the total hours off-road equipment will operate, the total worker miles traveled, and total haul and vendor truck miles traveled during construction of the Proposed Project. Utilize the fuel usage factors from OFFROAD2011 and off-road equipment operating hours to calculate the fuel usage from the off-road equipment. Utilize the vehicle fleet average miles per gallon rates from EMFAC2021 and the worker and truck vehicle miles traveled (VMT) to calculate the fuel usage from on-road construction trips.
- Calculate the operation electricity usage from the operation of the pumps and provide an assessment of how the applicable renewable energy and energy efficiency rules and regulations will be implemented by the proposed project.
- Prepare an air quality, energy and GHG emissions technical memorandum documenting the results of the previous work tasks and includes an appendix that contains the CalEEMod printouts.

Task 2.2: Cultural Resources

Task 2.2.1: Literature Review/Records Search

Consultant will conduct a literature review, including a review of the findings of a records search through the California Historical Resources Information System (CHRIS) database at the appropriate Information Center (IC). The records search will be conducted by IC staff and review relevant previously recorded cultural resources and previous investigations completed for the half-mile search radius surrounding the Project site. Information to be reviewed will include location maps for all previously recorded cultural resources, previously conducted investigation boundaries, National Archaeological Database (NADB) citations and copies for associated reports, historic maps, and historic addresses. Consultant will also review properties listed on/as the

California Points of Historical Interest (CPHI), California Historical Landmarks (CHL), California Department of Transportation (Caltrans) Historic Highway Bridge Inventory, California Historical Resources Inventory, local city and county registries of historic properties, the California Register of Historic Resources (CRHR), and the National Register of Historic Places (NRHP). Additional sources of information that may be reviewed include but are not limited to Certified Local Government annual reports and other data, Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) records, the National Register Information System, the online database for National Register sites, Calisphere Digital Resources, Online Archive of California, General Land Office Plat Maps, Sanborn Fire Insurance Maps, local historical societies, and libraries, as well as inventory files and data on-file with other agencies that control property near the area. The task will also include a search for potential prehistoric and/or historic burials (human remains) evident in previous site records and/or historical maps (i.e., Sanborn Fire Insurance Maps, General Land Office Plat Maps). A paleontological records search will also be completed for the half-mile search radius surrounding the Project site by the relevant Natural History Museum.

In addition to the above research, a request that the Native American Heritage Commission (NAHC) will be submitted for a review of their sacred land files (SLF). This search will identify if any resources important to Native Americans have been recorded within the Project site and surrounding vicinity. The NAHC will provide the results and a list of affiliated tribal representatives to contact for additional information. Consultant will provide the results of the NAHC SLF search and list of tribes in the cultural resources report.

Assumptions:

- Fees incurred by the IC and relevant Natural History Museum to conduct the record search, estimated at $1,969, are included as part of this task. We will bill the actual amount these institutions charge without a markup.

- Currently, the IC estimates **6 to 8** weeks from the date of request to provide results for a records search. Similarly, the Museum estimates **2 to 3** weeks from the date of request to provide results for a records search. Finally, the NAHC estimates **4 to 6** weeks from the date of request to provide results for an SLF records search.

- This task does not currently include the issuance of NAHC Scoping Notification Letters to NAHC-listed points of contact to request information regarding the proposed Project site. These informal evidence gathering letters are not a substitute for government-to-government consultation by the permitting agency. If the SLF search returns positive results and/or the City requires/requests that these notification letters be transmitted, a revised scope of work and cost may be necessary.

Task 2.2.2: Assembly Bill 52 Support

As a Lead Agency, the City is required to conduct Assembly Bill (AB) 52 consultation with requesting tribal groups on a government-to-government basis. If requested, Consultant will prepare and send Request to Consult Letters to the list of tribes in which the City has identified for notification under AB 52. This task will provide support to the City including, but not limited to, preparing and transmitting Request to Consult Letters to respective tribes; support with consultation regarding the Proposed Project plans and potential impacts; conference calls with tribes; and/or development of mitigation measures, as appropriate. Based on experience working

in this region, we anticipate that up to four tribes may have requested AB 52 notification and/or request consultation; as such, time has been included for preparing up to four Request to Consult Letters, setting up no more than a total of four separate conference calls with tribes, and coordinating the conclusion of consultation through emails. Consultant will also prepare a Tribal Consultation Summary Memo to outline the process and denote the conclusion of the consultation(s). Should any tribe request a site visit, or require further calls to conclude consultation, it is assumed that the Applicant will cover this expense and provide the tribe(s) an opportunity to visit the Project site.

This task includes the issuance of Request to Consult Letters under AB 52 to City-listed points of contact to offer receiving tribal groups an opportunity to request consultation. It is assumed that the City has a prepared list of Tribal Representatives who have previously expressed a desire to be notified when a project requires AB 52 consultation and that the City will provide that list to Consultant. Consultant will draft the Request to Consult Letter for the City to review and approve. Upon review and approval by the City, Consultant can support with drafting letters and transmitting to all respective Tribal Representatives listed with the City. At this time, it is unknown how many tribal contacts will respond with a request to consult, and it is also unknown how many meetings will be required to fulfill the requirement of engaging in meaningful consultation with requesting tribes as mandated under AB 52 guidelines. The number of contacts assumed in this scope of work is four recipients. Additional addresses will require substantial additional time to coordinate and will require additional fees.

Assumptions:

- This task includes AB 52 consultation support with requesting tribal groups and includes time for up to four meetings, up to 1 hour duration respectively, with City Staff and tribal members in an online forum.
- This task includes a Tribal Consultation Summary deliverable provided within 2 weeks of conclusion of the consultation, to capture the AB 52 process and denote the results. The City will determine the conclusion of consultation.

Task 3: Prepare an IS

Consultant will prepare an IS Checklist to confirm the preparation of an appropriate CEQA Documentation for the Proposed Project. The IS will be prepared using the most recent revision of the IS Environmental Checklist Form suggested in the CEQA Guidelines Appendix G.
In compliance with CEQA Section 15063, the IS will contain the following, in brief form:

- A description of the project, including the location of the project,
- An identification of the environmental setting,
- A preliminary identification of environmental effects by use of a checklist, matrix, or other method, with some evidence to support the entries; and
- A preliminary discussion of the ways to mitigate the significant effects identified; if any.

The environmental factors outlined in the CEQA checklist include:

Aesthetics	GHGs	Population and Housing
Agricultural and	Hazards and Hazardous	Public Services

Forestry Resources	Materials	
Air Quality	Hydrology and Water Quality	Recreation
Biological Resources	Land Use and Planning	Transportation
Cultural Resources	Mandatory Findings of Significance	Tribal Cultural Resources (TCRs)
Energy	Mineral Resources	Utilities and Service Systems
Geology and Soils	Noise	Wildfire

After receipt of one set of integrated comments on the draft IS from the City, Consultant will revise the IS accordingly. In addition to the IS, Consultant will provide a recommendation for the appropriate level of CEQA documentation. As previously mentioned, a MND is assumed to be the appropriate CEQA document.

Task 4: Prepare Draft MND

If one or more significant impacts are identified during the IS process, CEQA allows the preparation of an MND when those impacts can be mitigated to a less than significant level.

The following is a list of the required contents of an MND:

- a brief description of the project;
- the location of the project (preferably shown on a map);
- the name of the project proponent;
- a finding that the project will not have a significant effect on the environment;
- mitigation measures included in the project to avoid potentially significant effects; and
- a copy of the IS.

For each CEQA environmental checklist discipline item, the existing environmental setting of the Project site and surroundings will be characterized from the existing literature base and a site visit by an environmental analyst. An environmental impacts analysis will be prepared for each checklist entry. Based on CEQA defined significance criteria, Consultant will determine the potential for any adverse or significant adverse impacts and present mitigation measures to reduce any such impacts to a level below significance.

After receipt of one set of integrated comments on the Administrative Draft MND from the City, Consultant will then revise the MND accordingly. Consultant will prepare and distribute copies of the Draft MND to the City, State Clearinghouse, and affected public agencies.

For submittal to the State Clearinghouse, Consultant will draft a Notice of Intent (NOI), Notice of Completion (NOC), Summary Form, and the MND with associated appendices, if any. Consultant can submit these electronically on behalf of the County. The County must approve Consultant as a submitter on the Office of Planning and Research (OPR) CEQANet Web portal. For submittal to the County Clerk, documents will be sent via mail pending the status of public access to County buildings. Consultant will prepare the NOI for distribution during the public review to agencies, interested parties, and property owners adjacent to the Project site. Consultant will send out via regular mail no more than 25 mailings of the NOI.

To comply with the CEQA guidelines, the County must distribute the NOI through at least one of

the following methods:

- Publication at least once in a newspaper of general circulation in the area affected by the Project.
- Posting of the notice on- and off-site in the area where the Project is located.
- Direct mailing to the owners and occupants of property contiguous to the Project.

Consultant can coordinate with the City to publish notices to public newspapers, websites, and at the Proposed Project site. Fees associated with coordinating and publishing to public newspapers, websites, or posting of a physical notice at the Project will require a change order as these tasks are not included in this scope and associated fees for newspaper postings vary.

Task 5: Prepare Final MND with Response to Comments

Final MND with Response to Comments. Based upon comments received from public review, responses to the comments will be prepared. A draft of these responses will be provided to the City. Upon receipt of one complete set of comments from the City on the responses, a Final MND will be prepared. This document combined with the Draft MND will constitute the Final MND to be used by the City when considering approval of the Project.

Prepare Mitigation and Monitoring Reporting Program (MMRP). Following preparation of the MND, Consultant will prepare a Draft MMRP as required by CEQA for review by the City. The Final MMRP incorporating the City's comments will be incorporated into the Final MND.

Notice of Determination (NOD). The NOD is filed following the City's decision to carry out or approve the project for which the MND has been prepared. Consultant will prepare the NOD and will file the NOD with the OPR and the County Clerk. We have included the California Department of Fish and Wildlife (CDFW) filing fees for the NOD associated with an MND in the cost below.

Task 6: Project Management/Meetings

Consultant's Project Manager, Eunice Bagwan, will manage and coordinate all components of the Project and have a proactive role in keeping all tasks on schedule and on budget and ensure timely completion of the environmental documents. Eunice will maintain an updated Project schedule and will submit monthly status reports providing an overview of progress made and tasks to be accomplished the following month. Eunice will consult with the responsible agencies to discuss potential environmental impacts and mitigation measures for the Project. In addition to the meeting identified under Task 1, Eunice will attend virtually bi-weekly status update calls. This task also covers attendance at one City Hearing associated with the Project.

EXHIBIT "B"
COST PROPOSAL

Task	Fee
Task 1.1: Initial Meeting and Data Acquisition	$3,954.00
Task 1.2: Project Description	$4,208.00
Task 2.1: Air Quality, Energy, GHG Emissions Memo	$3,990.00
Task 2.2.1: Literature Review/Records Search	$3,800.00
Task 2.2.2: AB 52 Support	$3,175.00
Task 3: Prepare an IS	$12,268.00
Task 4: Prepare Draft MND	$8,920.00
Task 5: Prepare Final MND with Response to Comments	$9,520.00
Task 6: Meetings and Project Management	$5,376.00
Total Fee	**$55,211.00**

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

CHAMBERS GROUP, INC.

By:_____ Date: _____

Mike McEntee, CEO/CFO

City Council Meeting **I. 14.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Professional Services Agreement with CASC Engineering and Consulting, Inc. for Wastewater Treatment Plant Qualified Industrial Stormwater Practitioner support and engineering services with an initial one (1) year term value not-to-exceed $24,260 with options to extend for two (2) additional years for a total potential amount not-to-exceed $72,780, and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the state's guidelines implementing the California Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move that City Council determine approval of a Professional Services Agreement with CASC Engineering and Consulting, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the state's guidelines implementing the California Quality Act; and
2. I move to approve the Professional Services Agreement with CASC Engineering and Consulting, Inc.

RECOMMENDATION:

Staff recommends that City Council determine approval of a Professional Services Agreement with CASC Engineering and Consulting, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the state's guidelines implementing the California Quality Act and approve a Professional Services Agreement with CASC Engineering and Consulting, Inc. for Wastewater Treatment Plant Qualified Industrial Stormwater Practitioner support and engineering services with an initial one (1) year term value not-to-exceed $24,260 with options to extend for two (2) additional years for a total potential amount not-to-exceed $72,780.

DISCUSSION:

The City's Wastewater Treatment Plant (WWTP) operates under the Industrial General Permit (IGP) due to stormwater runoff from industrial activities, such as biosolids handling, chemical treatment, and wastewater processing. During rain events, the potential exists for stormwater to contact pollutants in chemical and equipment storage or waste loading/unloading sites, which may convey contaminants into storm drains that discharge into the Santa Ana River. Stormwater discharges must comply with the Clean Water Act, and are regulated by National Pollutant Discharge Elimination System (NPDES) permits. The IGP, issued under the NPDES program in 2015, requires the City to implement a Stormwater Pollution Prevention Plan (SWPPP), which includes a site map, pollution source assessment, Best Management Practices (BMPs), monitoring protocols, and annual compliance evaluations.

The WWTP is classified as a Level 2 and Level 1 facility due to the use of certain treatment process chemicals. The IGP requires a California-approved Qualified Industrial Stormwater Practitioner (QISP) to monitor, report, and implement corrective actions, as necessary, to reduce pollutant migration and maintain NPDES program compliance. The Municipal Utilities and Engineering Department (MUED) typically contracts for this service in lieu of employing full-time QISP personnel, and issued a Request For Proposals (RFP) for this service on November 20, 2024. Proposals were received from the following four (4) consultants prior to the December 13, 2024 submittal deadline:

1. CASC Engineering and Consulting, Inc.
2. G&G Environmental Compliance, Inc.
3. Landfill Gas Engineering, Inc.
4. Socal Stormwater Runoff Solution Services, Inc.

In accordance with Chapter 2.216.180 of the City's Municipal Code, a selection committee reviewed the proposals based on each firm's demonstrated competence and professional qualifications in accordance with specific evaluation criteria identified in the RFP. The selection committee interviewed the two (2) highest-ranked firms and determined that CASC Engineering and Consulting, Inc. (CASC) is the most qualified consultant to complete the tasks identified in the RFP. CASC has provided similar services to other municipalities and demonstrated a wealth of relative knowledge during their interview. Additionally, CASC developed and assisted MUED staff with implementation of the original WWTP SWPPP. MUED and CASC staff negotiated a reasonable annual fee of $24,260 for this service.

Approval of the Professional Services Agreement with CASC Engineering and Consulting, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental

Quality Act, since it will not result in a direct or reasonably foreseeable indirect physical change to the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:
N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Fernando Mata, Wastewater Utility Manager

Fiscal Impact

Fiscal Year:	FY 24/25
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$24,260
Budgeted Y/N:	Yes
Account No.:	521900

Discussion:
Sufficient funding remains in the FY 24/25 Wastewater Service budget for this expenditure. Future Agreement extensions will be based on approved fiscal year budget appropriations.

Attachments

Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of QISP Support and Engineering Services for the Waste Water Treatment Plant ("Agreement") is made and entered in this 4th day of February, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and CASC Engineering and Consulting, Inc. a California corporation etc. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide QISP Support and Engineering Services for the WWTP services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"),

on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The compensation for Consultant's performance of the Services shall not exceed the amount of twenty-four thousand two hundred sixty dollars ($24,260) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of twenty-four thousand two hundred sixty dollars ($24,260) for the first Extended Term; and twenty-four thousand two hundred sixty dollars ($24,260) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of seventy-two thousand seven hundred eighty ($72,780). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Cost Proposal," which is attached hereto and incorporated herein by this reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:	CONSULTANT:
City Clerk	Rick Sidor, President
City of Redlands	CASC Engineering and Consulting, Inc.
35 Cajon Street	1470 E. Cooley Drive
P.O. Box 3005 (mailing)	Colton, CA 92324
Redlands, CA 92373	rsidor@cascinc.com
jdonaldson@cityofredlands.org	Phone: (909) 783-0101

Phone: (909) 798-7531

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability,

including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and

litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

CASC ENGINEERING AND CONSULTING, INC.

By: _____
Rick Sidor, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICE

The City of Redlands Wastewater Treatment Plant (WWTP) is subject to compliance with the State Water Resources Control Board's General Permit for Stormwater Discharges Associated with Industrial Activities (General Permit). To ensure continued compliance with General Permit requirements, the City seeks the professional services of CASC Engineering and Consulting, Inc.

Currently, the WWTP maintains a Level 2 ERA status for iron and Total Suspended Solids (TSS) and a Level 1 ERA status for copper under the General Permit. Recent stormwater monitoring and sampling events identified elevated levels of iron and TSS, while copper concentrations remain below levels of concern.

The proposed scope of services includes reviewing and updating ERA Action Plans to address elevated levels of iron and TSS, as well as evaluating the potential to return copper monitoring to baseline levels. This effort will involve a detailed review of existing ERA reports and the development of recommendations for the next steps necessary to achieve compliance objectives. The following outlines the task requested to support compliance with General Permit requirements:

Regulatory Compliance Review:
Verify that WWTP operations comply with the latest General Permit Amendment, including all monitoring and reporting obligations.
Review previously submitted ERA reports, monitoring sample results, and associated analyses to recommend appropriate next steps in the ERA process for iron, TSS, and copper.

ERA Documentation and Updates:
Update Level 2 ERA Action Plans for iron and TSS based on sampling event results and current permit requirements.
Prepare the necessary documentation to support the facility's return to Baseline ERA status for copper, ensuring alignment with permit stipulations.

General Permit Annual Reporting:
Prepare and submit the 2025 General Permit Annual Report, including the required annual evaluation of facility compliance.
Conduct site inspections as part of the annual evaluation to assess BMP effectiveness, identify deficiencies, and document corrective actions as necessary.

As-Needed QISP Services:
Provide on-call support for QISP-related tasks during the term of the agreement. These services may include, but are not limited to:
Guidance on monitoring plans and interpretation of results.
Review and updates to the site drainage map.
Support for compliance with SWPPP and ERA requirements.
Recommendations and implementation strategies to address specific compliance challenges.

Perform additional site inspections to assess compliance with SWPPP, evaluate BMP effectiveness, and identify potential areas for improvement.
Analyze monitoring data trends over time and provide insights or predictive assessments to anticipate potential compliance issues.
Review and recommend updates or modifications to existing BMPs based on site conditions, monitoring results, or regulatory changes.

EXHIBIT "B"

Cost Proposal

Line Item No.	Description	Price, dollars
1	Regulatory Compliance Review (as outlined in the SoW)	$2,090.00
2	ERA Documentation & Review (as outlined in the SoW)	$2,080.00
3	General Permit Annual Reporting & Evaluation (as outlined in the SoW)	$2,090.00
4	As-Needed QISP Services (as outlined in the SoW)	$18,000.00
	Total Sum (in digits)	$24,260.00
	Total Sum (written words): Twenty-four Thousand Two Hundred Sixty Dollars	

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

CASC Engineering and Consulting, Inc.

By:_____ Date: _____

Rick Sidor, President

City Council Meeting **I. 15.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8658 for the use of the state's Fiscal Year 24/25 and 25/26 Citizens' Option for Public Safety Program Funds for the purpose of ensuring public safety (Police Chief Tolber)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8658.

RECOMMENDATION:

Staff recommends that City Council approve Resolution No. 8658 for the use of the state's FY 24/25 and 25/26 Citizens' Option for Public Safety Program Funds for the purpose of ensuring public safety.

DISCUSSION:

During Fiscal Year 2000/2001, AB 1913 (Schiff-Cardenas Crime Prevention Act of 2000) was enacted as part of the state budget package. The bill modified the Citizens' Option for Public Safety (COPS) AB 3229 program. COPS is an ongoing program that provides funding for local agencies for the purpose of ensuring public safety.

In October 2001, SB 736 was passed which guarantees the COPS program will continue to be funded. The current state budget act again allocated funds to the Citizens' Option for Public Safety (COPS) program. The City must establish a separate Supplemental Law Enforcement Services Fund (SLESF) for deposit of these funds. The SLESF must be an interest-bearing account with monthly transfers to the operating program budget to the extent necessary to facilitate appropriations and expenditures. The City has met these requirements. The

funds must be used for frontline municipal police services and must supplement, not supplant, existing funding for police services. The City Council must consider the written request for the use of Citizens' Option for Public Safety funds separate and apart from proposed allocations from the general fund. After approval by the governing board of a municipality, the request shall be forwarded to the County Board of Supervisors prior to the dispersal of the funds.

The City of Redlands will receive SLESF funds for fiscal years 24/25 and 25/26, and the funding will be used as follows:

Six Part-time Camera Operators
The police department relies heavily on the work of our part-time camera operators. These positions enhance both officer safety and public safety as they have the ability to monitor about 160 cameras stationed city wide. This position performs a variety of duties involved in the operation of video surveillance and video equipment in the Police Communications Center including:

- Watches and reviews live and recorded video feeds to identify activities related to crime, disturbances and other forms of misconduct which are deemed inappropriate or in violation of the law;
- Writes clear and concise reports to document events, situations, crimes, and misconduct observed while monitoring police camera systems;
- Creates and labels a variety of media using specialized computer software;
- Makes announcements of violations, warnings, pertinent information to the public via department camera systems;
- Watches and reviews video feeds throughout City boundaries to identify situations needing additional attention;
- Watches video feeds on multiple computer screens at the same time;
- Performs registration checks on vehicles and notifies department personnel so appropriate action can be taken;
- Operates the CLETS system;
- Notifies the proper City personnel/individuals of incidents observed while monitoring police camera systems;
- Operates basic office equipment including, but not limited to, computer, teletype, radio, telephone, fax machine, copier, and other office equipment;
- Saves, transfers, and downloads images and video files;
- Communicates with officers, dispatchers, and other department members;

The funding for part-time camera operators for FY 25/26 will not exceed $125,558.

SERVICES:
<u>Flock Annual Subscription Expense</u>
Flock Automated License Plate Recognition (ALPR) systems are high-speed camera systems that photograph license plates, convert the numbers and letters into machine-readable text, tag them with the time and location, and upload that data into a database for retrieval. This database is then accessible to members

of the Redlands Police Department who are investigating criminal cases. There are strict guidelines that must be met for RPD members to access the database. The images obtained by the Flock Safety ALPRs are only retained in the database for 1 year.

The funding for automated license plate readers manufactured by Flock Safety for FY 24/25 will not exceed $125,000 and FY25/26 will not exceed $135,000.

Enhancement of Cellebrite Services

In 2020, the Redlands Police Department (RPD) signed a Memorandum of Understanding with the Los Angeles Police Department's Internet Crimes Against Children Task Force. As an affiliated member of the task force, RPD has received hardware, software, and training required for the assignment, including Cellebrite UFED 4PC.

The digital age and technology have created the opportunity for a new type of electronic criminal activity. With the growing use of computers and mobile devices, electronic evidence can potentially be located on phones and computers in almost every criminal case. Cellebrite software and technology is a force multiplier that provides police investigators the ability to access electronic evidence located on cell phones and other electronic devices.

Cellebrite UFED 4PC annual subscription expense ($6,374.27). This software enables detectives to forensically analyze various forms of technology including cellular phones and computers, for crucial forms of evidence. The analysis of cell phones has played a critical role in almost every murder investigation in the last decade. Prior to RPD obtaining the Cellebrite technology, RPD relied on other law enforcement agencies to conduct forensic analysis on digital devices which often delayed the findings. RPD considers Cellebrite to be an essential tool for all major law enforcement investigations. RPD has conducted forensic analysis on over hundreds of digital devices and obtained important evidence leading to the apprehension and arrest of suspects.

Cellebrite Premium SaaS annual subscription expense ($21,609.12). Despite the success, the basic Cellebrite package does not allow the ability to access digital devices that have locked passcodes. The Cellebrite Premium package includes 35 "actions." Each action allows detectives to access locked phones and obtain any evidence that is located on the phone. These actions can be used for iOS or Android extractions, and the cost includes remote training and hardware.

Cellebrite Pathfinder annual subscription expense ($87,016.61). In addition to the Cellebrite premium package,Cellebrite Pathfinder is a more effective program that enables investigators and analysts to collaborate and identify key evidence contained in computers and cell phones using a web-based program. Cellebrite Pathfinder eliminates the time-consuming manual review of cell phone digital data. Cellebrite Pathfinder will reduce time spent on investigations by

automating decoding and analysis of digital data and by enabling investigators to sift through massive quantities of data at a much faster rate. It is a force multiplier that uses artificial intelligence (AI) and machine learning algorithms to automatically identify patterns, reveal connections, and uncover leads with greater speed and accuracy, thus saving critical time on investigations. Pathfinder will benefit all the units within the police department from the simple investigation to internet crimes against children and human trafficking.

The funding for the Cellebrite premium package and Cellebrite Pathfinder for the two-year subscription is $125,062.50 for FY24/25.

ALTERNATIVES:

Do not authorize the use of the COPS SLESF funds.

STRATEGIC PLAN:

None

SUBMITTED BY:
Rachel Tolber, Chief of Police

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Stephen Crane, Deputy Chief of Police

Fiscal Impact

Fiscal Year:	24-25
Appropriation Required Y/N:	N
Amount:	$260,558
Budgeted Y/N:	Y

Discussion:

The amount paid out of the COPS SLESF for FY 23-24 will not exceed $260,558.

Fiscal Year: 25-26
Appropriation Required Y/N: N
Amount: $260,558
Budgeted Y/N: Y
Discussion:
The amount paid out of the COPS SLESF for FY 25-26 will not exceed $260,558.

Attachments

Reso 8658

RESOLUTION NO. 8658

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ACCEPTING THE STATE SUPPLEMENTAL LOCAL LAW ENFORCEMENT FUNDS AND APPROVING THE USE OF THE FUNDS IN ACCORDANCE WITH STATE REQUIREMENTS

WHEREAS, the California State Legislature created the Citizen's Option for Public Safety ("COPS") Program in fiscal year 1996-97; and

WHEREAS, the City must create a Supplemental Law Enforcement Special Fund ("SLESF") for the funds; and

WHEREAS, the funds cannot be used for administrative overhead exceeding 0.5 percent or allocated to fund the costs of any capital project or construction project that does not directly support frontline law enforcement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The City Council accepts the State Supplemental Local Law Enforcement for fiscal year 2024/25 and 2025/26.

Section 2. The City Council approves the use of State Supplemental Local Law Enforcement Grant funds for FY 24/25 and 25/26 in accordance with state requirements, as outlined below:

- Part-time camera operators
- Automated license plate reader cameras
- Cellebrite services

ADOPTED, SIGNED AND APPROVED this 4th day of February, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 4th day of February, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 16.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the agreement with the Counseling Team International for additional service and cost of $25,000 to provide the Redlands Police Department with a mandatory wellness check (Police Chief Tolber)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to approve a First Amendment to the agreement with the Counseling Team International.

RECOMMENDATION:

Staff recommends approval of the First Amendment to the agreement with the Counseling Team International for annual wellness checks.

DISCUSSION:

The Redlands Police Department ("RPD") has a vested interest in the mental well-being of our employees. In order to further improve their mental well-being, we plan to institute annual wellness checks. Annual mental health wellness checks are not new and several law enforcement agencies currently utilize them. Annual mental health wellness checks can help identify and address potential issues among police officers and professional staff, leading to improved overall well-being and resilience. By conducting regular mental health checks, early signs of stress, anxiety, or other mental health issues can be detected, enabling timely intervention and prevention of more severe conditions. Making mental health checks annual helps to normalize discussions about mental health in the police force, reducing the stigma associated with seeking help and encouraging officers and staff to prioritize their mental well-being. Taking care of an

employee's mental health can lead to improved job performance, as employees are better equipped to cope with stress, make sound decisions, and maintain resilience in challenging situations. Mental health checks can help identify health concerns that may impact an employee's ability to perform their duties safely. Addressing these issues promptly can contribute to the overall safety of officers and the community. Additionally, regular mental health checks can help identify signs of burnout or compassion fatigue, enabling proactive measures to prevent these conditions from worsening and ensuring employees can continue to serve effectively. They also demonstrate a commitment to creating a supportive work environment that values the mental well-being of police officers and staff. This can contribute to increased job satisfaction and retention rates. Finally, by prioritizing the mental health of police employees, annual mental health checks can positively impact community relations. Officers and staff who are mentally well are more likely to engage with the community in a compassionate and empathetic manner.

The $25,000 will be funded through the RPD's Board of State and Community Corrections' ("BSCC") Officer Wellness and Mental Health grant program.

ALTERNATIVES:

Do not approve the agreement.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:
Rachel Tolber, Police Chief

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jeremy Floyd, Interim Deputy Police Chief

Fiscal Impact

Fiscal Year:	2024-25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$25,000
Budgeted Y/N:	Y
Account No.:	S202032

Discussion:

The amount will be funded through the BSCC Officer Wellness and Mental Health Grant.

Attachments

First Amendment

Original Contract

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of Employee Assistance Program services ("Agreement"), dated September 5, 2023, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Nancy K. Bohl, Inc. a California corporation dba The Counseling Team International ("Consultant"), is made and entered into this 4th day of February, 2025.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, more particularly described in Exhibit "A," "Scope of Services," which is attached hereto by reference; and

WHEREAS, it is the desire of City and Consultant to amend Article 5.1 of their existing Agreement to increase Consultant's compensation by $25,000 in year two which will be funded from Redlands Police Department's ("RPD") Board of State and Community Corrections' ("BSCC") Officer Wellness and Mental Health grant program;

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. Exhibit "A" of the Agreement, titled "Scope of Services," is hereby amended to authorize the additional services to RPD at the approved upon cost and services as identified in Attachment 1, which is attached hereto and incorporated herein by this reference.

Section 2. Article 5, entitled "Payments To Consultant," Section 5.1 of the Agreement, is hereby amended to read as follows:

> "The total annual compensation for Consultant's performance of the Services shall not exceed the amount of thirty- four thousand eight hundred dollars ($34,800) in year one, the total annual compensation for year two will increase by $25,000 providing a total amount of sixty-one thousand five hundred forty dollars ($61,540) which will be covered by RPD's BSCC Officer Wellness and Mental Health grant program and thirty eight thousand four hundred dollars ($38,400) in year three, and 5% increase if services are sustained for year 4 and 5. City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled ("Fee Schedule Title ") which is attached hereto and incorporated herein by reference."

Section 3. Exhibit "B" of the Agreement, titled "Fee Schedule Title," is hereby amended to the additional cost as identified in Attachment 2.

Section 4. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of February 4, 2025.

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

ATTEST:

By: _____
Jeanne Donaldson, City Clerk

NANCY K. BOHL, INC. dba THE COUNSELING TEAM INTERNATIONAL

By: _____
Julie Casto Koot, Executive Director

ATTACHMENT 1

EXHIBIT A

SCOPE OF SERVICES

c. Approach and Methodology:

Provide a straightforward and concise presentation. The proposal should include a description of your understanding of the City and emphasize a clear understanding of the scope of services required and demonstrate the necessary resources to perform the intended services.

TCTI understands the City of Redlands is seeking an Employee Assistance Program for their Safety employees. TCTI understands the function of the EAP is to attend to the emotional, mental and psychological health of employees and their eligible family members by providing access to outside counseling and referrals to appropriate community and professional resources for help in resolving problems.

Core Counseling

For safety employees and their dependents:

- Up to ten (10) sessions of assessment and referral/short-term counseling per family (employee and his or her dependents) per incident per calendar year for City Safety Officers; and
- Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year with an option to extend services for two (2) additional one (1) year extensions with the same terms and conditions during the life of the contract as Informal or Formal Manager referrals

TCTI understands the vendor shall also provide:

Licensed professional EAP counselors – experienced in providing EAP services – shall deliver confidential, in-person short-term, solution focused assessment and counseling sessions for employees and their families members who are experiencing life problems of any kind. These sessions shall be conducted in safe, private, and confidential offices.

Licensed professional EAP counselors – experienced in providing EAP services – shall deliver confidential, telehealth short-term, solution focused assessment and counseling sessions for employees and their families members who are experiencing life problems of any kind. These sessions shall be conducted using safe and secure virtual platforms.

Licensed, professional EAP counselors shall be available in sufficient numbers and in appropriate locations to deliver both urgent and non-urgent services in a timely manner. Urgent request for service shall be met within 24 hours and non-urgent request within five business days.

The EAP will provide counseling for problems related, but not limited to: stress, family, work, grief, smoking cessation, alcohol & drug abuse, marriage & divorce, depression, parent-child relationships, child/spouse abuse, aging, eldercare, eating disorders, financial and credit problems, gambling, conflict resolution, serious illness/death of a family member, and mental health issues.

Additional Services:

Program Operations Cost: Annual Wellness Checkups

The Counseling Team International (TCTI), TCTI shall provide the following services:

Annual Wellness Checkups for all Redlands Police Department employees: TCTI will provide a clinician onsite at the Redlands Police Department or at the TCTI office to meet with every employee, both sworn and professional staff, in order to reduce stigma around mental wellness and promote effective stress management at the rate of $175 per hour.

ATTACHMENT 2

EXHIBIT B

FEE SCHEDULE TITLE

COST PAGE YEAR 1

The Counseling Team International will provide confidential assessment and counseling services to safety employees and their dependents. The pricing will include the following:

A. Short-term confidential, professional counseling for approximately 155 safety employees and their eligible dependents living within the home.

   1. Up to ten (10) sessions of assessment and referral/short term counseling per family (employee and his/her dependents), per incident, per calendar year for city safety officers.

   2. Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year life of the contract as formal or informal manager referrals.

B. Supervisor Referrals/Consultations – provide consultations with supervisors regarding problem safety employees and/or any aspect of the Employee Assistance Program.

C. Follow-up Sessions - for safety employees involved in Critical Incidents.

D. Orientation - TCTI will conduct an initial orientation for command staff and/or peer support to explain the Employee Assistance Program (EAP).

E. Health Fair - TCTI will attend one health fair a year.

F. Brown Bag Seminar - TCTI will conduct Twelve (12) Sixty (60) Minute seminars annually.

All benefits and services above will NOT EXCEED the annual amount of $34,800.00. This will be billed at the rate of $2,900.00 per month.

Additional services <u>not</u> included in the annual amount.

A. Critical Incident Intervention - provide Stand-By-Status (SBS) 24/7/365 On-call Critical Incident Stress Management services at the reduced rate of $275.00 per hour port to port.

B. Training – provide a wide variety of training classes at the reduced rate of $225.00 per hour port to port.

COST PAGE YEAR 2

The Counseling Team International will provide confidential assessment and counseling services to safety employees and their dependents. The pricing will include the following:

A. Short-term confidential, professional counseling for approximately 155 safety employees and their eligible dependents living within the home.

   1 Up to ten (10) sessions of assessment and referral/short term counseling per family (employee and his/her dependents), per incident, per calendar year for city safety officers.

   2 Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year life of the contract as formal or informal manager referrals.

B Supervisor Referrals/Consultations – provide consultations with supervisors regarding problem safety employees and/or any aspect of the Employee Assistance Program.

C. Follow-up Sessions - for safety employees involved in Critical Incidents.

D. Orientation - TCTI will conduct an initial orientation for command staff and/or peer support to explain the Employee Assistance Program (EAP).

E. Health Fair - TCTI will attend one health fair a year.

F. Brown Bag Seminar - TCTI will conduct Twelve (12) Sixty (60) Minute seminars annually.

All benefits and services above will NOT EXCEED the annual amount of $36,540.00. This will be billed at the rate of $3,045.00.00 per month.

Additional services <u>not</u> included in the annual amount.

A. Critical Incident Intervention - provide Stand-By-Status (SBS) 24/7/365 On-call Critical Incident Stress Management services at the reduced rate of $290.00 per hour port to port.

B. Training – provide a wide variety of training classes at the reduced rate of $240.00 per hour port to port.

Program Operations Cost: Annual Wellness Checkups

The Counseling Team International will provide annual wellness checkups service not to exceed $25,000 funded by the Redlands Police Department's Board of State and Community Corrections' Officer Wellness and Mental Health grant program.

COST PAGE YEAR 3

The Counseling Team International will provide confidential assessment and counseling services to safety employees and their dependents. The pricing will include the following:

A. Short-term confidential, professional counseling for approximately 155 safety employees and their eligible dependents living within the home.

   1 Up to ten (10) sessions of assessment and referral/short term counseling per family (employee and his/her dependents), per incident, per calendar year for city safety officers.

   2 Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year life of the contract as formal or informal manager referrals.

B. Supervisor Referrals/Consultations – provide consultations with supervisors regarding problem safety employees and/or any aspect of the Employee Assistance Program.

C. Follow-up Sessions - for safety employees involved in Critical Incidents.

D. Orientation - TCTI will conduct an initial orientation for command staff and/or peer support to explain the Employee Assistance Program (EAP).

E. Health Fair - TCTI will attend one health fair a year.

F. Brown Bag Seminar - TCTI will conduct Twelve (12) Sixty (60) Minute seminars annually.

All benefits and services above will NOT EXCEED the annual amount of $38,400.00. This will be billed at the rate of $3,200.00 per month.

Additional services <u>not</u> included in the annual amount.

A. Critical Incident Intervention - provide Stand-By-Status (SBS) 24/7/365 On-call Critical Incident Stress Management services at the reduced rate of $305.00 per hour port to port.

B. Training – provide a wide variety of training classes at the reduced rate of $255.00 per hour port to port.

There will be a 5% increase on all charges if you continue services in Year 4 and a 5% increase on all charges if you continue services in Year 5.

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Employee Assistance Program services ("Agreement") is made and entered in this 5th day of September 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Nancy K. Bohl, Inc. dba The Counseling Team International "Consultant"), a California corporation. City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Employee Assistance Services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Tommi Ng, Assistant Director of Human Resources/Risk Management, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of three (3) years from September 6, 2023, through September 5, 2026 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Consultant

at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The total annual compensation for Consultant's performance of the Services shall not exceed the amount of thirty four thousand eight hundred dollars ($34,800) in year one, thirty six thousand five hundred forty dollars ($36,540) in year two, thirty eight thousand four hundred dollars ($38,400) in year 3, and 5% increase if services are sustained for year 4 and 5. City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled ("Fee Schedule Title") which is attached hereto and incorporated herein by reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:	CONSULTANT:
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org Phone: (909) 798-7531	Julie Casto Koot, Executive Director Nancy K. Bohl, Inc. dba The Counseling Team International 1881 Business Center Drive, #11 San Bernardino, CA 92408 jkoot@thecounselingteam.com Phone: 800-222-9691 Fax: 909-384-0734

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C ," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property

occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of

City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the

federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

NANCY K. BOHL dba THE COUNSELING TEAM INTERNATIONAL

By: _____, CFO
Julie Casto Koot, Executive Director

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

Scope of Services

c. Approach and Methodology:

Provide a straightforward and concise presentation. The proposal should include a description of your understanding of the City and emphasize a clear understanding of the scope of services required and demonstrate the necessary resources to perform the intended services.

TCTI understands the City of Redlands is seeking an Employee Assistance Program for their Safety employees. TCTI understands the function of the EAP is to attend to the emotional, mental and psychological health of employees and their eligible family members by providing access to outside counseling and referrals to appropriate community and professional resources for help in resolving problems.

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The EAP will provide counseling for problems related, but not limited to: stress, family, work, grief, smoking cessation, alcohol & drug abuse, marriage & divorce, depression, parent-child relationships, child/spouse abuse, aging, eldercare, eating disorders, financial and credit problems, gambling, conflict resolution, serious illness/death of a family member, and mental health issues.

EXHIBIT "B"

Fee Schedule Title

COST PAGE YEAR 1

The Counseling Team International will provide confidential assessment and counseling services to safety employees and their dependents. The pricing will include the following:

A. Short-term confidential, professional counseling for approximately 155 safety employees and their eligible dependents living within the home.

   1. Up to ten (10) sessions of assessment and referral/short term counseling per family (employee and his/her dependents), per incident, per calendar year for city safety officers.

   2. Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year life of the contract as formal or informal manager referrals.

B. Supervisor Referrals/Consultations – provide consultations with supervisors regarding problem safety employees and/or any aspect of the Employee Assistance Program.

C. Follow-up Sessions - for safety employees involved in Critical Incidents.

D. Orientation - TCTI will conduct an initial orientation for command staff and/or peer support to explain the Employee Assistance Program (EAP).

E. Health Fair - TCTI will attend one health fair a year.

F. Brown Bag Seminar - TCTI will conduct Twelve (12) Sixty (60) Minute seminars annually.

All benefits and services above will NOT EXCEED the annual amount of $34,800.00. This will be billed at the rate of $2,900.00 per month.

Additional services <u>not</u> included in the annual amount.

A. Critical Incident Intervention - provide Stand-By-Status (SBS) 24/7/365 On-call Critical Incident Stress Management services at the reduced rate of $275.00 per hour port to port.

B. Training – provide a wide variety of training classes at the reduced rate of $225.00 per hour port to port.

COST PAGE YEAR 2

The Counseling Team International will provide confidential assessment and counseling services to safety employees and their dependents. The pricing will include the following:

A. Short-term confidential, professional counseling for approximately 155 safety employees and their eligible dependents living within the home.

   1 Up to ten (10) sessions of assessment and referral/short term counseling per family (employee and his/her dependents), per incident, per calendar year for city safety officers.

   2 Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year life of the contract as formal or informal manager referrals.

B Supervisor Referrals/Consultations – provide consultations with supervisors regarding problem safety employees and/or any aspect of the Employee Assistance Program.

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D. Orientation - TCTI will conduct an initial orientation for command staff and/or peer support to explain the Employee Assistance Program (EAP).

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F Brown Bag Seminar - TCTI will conduct Twelve (12) Sixty (60) Minute seminars annually

All benefits and services above will NOT EXCEED the annual amount of $36,540.00. This will be billed at the rate of $3,045.00.00 per month.

Additional services <u>not</u> included in the annual amount.

A. Critical Incident Intervention - provide Stand-By-Status (SBS) 24/7/365 On-call Critical Incident Stress Management services at the reduced rate of $290.00 per hour port to port.

B. Training – provide a wide variety of training classes at the reduced rate of $240.00 per hour port to port.

COST PAGE YEAR 3

The Counseling Team International will provide confidential assessment and counseling services to safety employees and their dependents. The pricing will include the following:

A. Short-term confidential, professional counseling for approximately 155 safety employees and their eligible dependents living within the home.

   1 Up to ten (10) sessions of assessment and referral/short term counseling per family (employee and his/her dependents), per incident, per calendar year for city safety officers.

   2 Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year life of the contract as formal or informal manager referrals.

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All benefits and services above will NOT EXCEED the annual amount of $38,400.00. This will be billed at the rate of $3,200.00 per month.

Additional services <u>not</u> included in the annual amount.

A. Critical Incident Intervention - provide Stand-By-Status (SBS) 24/7/365 On-call Critical Incident Stress Management services at the reduced rate of $305.00 per hour port to port.

B. Training – provide a wide variety of training classes at the reduced rate of $255.00 per hour port to port.

There will be a 5% increase on all charges if you continue services in Year 4 and a 5% increase on all charges if you continue services in Year 5.

EXHIBIT " C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

___I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self- insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

✓ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Nancy K. Bohl dba
The Counseling Team International

By: Julie Casto Koot, CFO
Julie Casto Koot, Executive Director

Date: 8/14/23

City Council Meeting **J. 1.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action concerning a policy for City Council recognition of the contributions and achievements of individuals and organizations that benefit the community (Mayor Saucedo)

MOTION:

I move to direct staff to develop a policy for City Council recognition of the contributions and achievements of individuals and organizations that benefit the community.

DISCUSSION:

This item is being put forth to the City Council by Mayor Saucedo, to allow for discussion and possible action concerning a policy relating to requests for recognition by City Council. While this has been informally handled as requests made by groups, individuals, and/or Council Members of the City Manager to agendize proclamations, or other recognition items, the City Council has never adopted a policy or specific process relating to requests for recognition by City Council.

Pursuant to the Redlands Municipal Code 2.04.040, the City Manager is the administrative head of the City government and, as such, prepares the agenda and has the authority to schedule agenda items based on those business items requiring City Council action. If the City Council wishes to proceed with development of such a policy, the Council may direct city staff to return with a policy and process for the Council's consideration at a future meeting.

SUBMITTED BY:
Mario Saucedo, Mayor

City Council Meeting **J. 2.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Conference Report- 2025 League of California Cities Mayors and Council Members Academy (Mayor Pro Tem Shaw)

DISCUSSION:

For this evening's City Council Meeting, Mayor Pro Tem Shaw will provide a report relating to his attendance at the 2025 League of California Cities Mayors and Council Members Academy held January 29-31, 2025 in Garden Grove, California.

City Council Meeting **J. 3.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report of the Citrus Preservation Commission given by Commission Chair Michael Day (Facilities and Community Services Director Crocker)

DISCUSSION:

For this evening's City Council Meeting, Commission Chair Michael Day will be presenting the Citrus Preservation Commission Annual Report.

City Council Meeting **J. 4.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report of the Street Tree Committee given by Committee Chair Chris Sedmack (Facilities and Community Services Director Crocker)

DISCUSSION:

For this evening's City Council Meeting, Committee Chair Chris Sedmack will be presenting the Street Tree Committee Annual Report.

City Council Meeting **K. 1.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Appeal of the Development Services Director's approval of Reasonable Accommodation No. 19, a request to allow one service animal on a residential property located at 521 South Fourth Street (APN: 0173-043-09-0000) within the Suburban Residential (R-S) District. Filed by Terra Bird, Appellant (Mayor to declare meeting open as a **Public Hearing**) (Development Services Director Desatnik)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls for comments/questions/testimony from members of the public (3 minutes per speaker).
5. Mayor calls upon City Clerk to note any written comments received.
6. Mayor closes the public hearing.
7. City Council considers the motion and votes.

MOTION(S):

If the City Council determines that the recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8660 denying the Appeal and upholding the decision of the Development Services Director, and hereby affirm the approval of Reasonable Accommodation No. 19 located at 521 South Fourth Street.

RECOMMENDATION:

Staff recommends that the City Council deny the Appeal and uphold the decision by the Development Services Director to approve Reasonable Accommodation No. 19 for the property located at 521 South Fourth Street.

DISCUSSION:

The Applicant filed an application requesting a Reasonable Accommodation to allow the keeping of one service animal on the property located at 521 South Fourth Street for the applicant's personal use (see Attachment A). The subject property is within the Residential Suburban (R-S) District (see Attachment B). The application was approved on December 4, 2024, by the Director of Development Services.

The following sections will discuss the matter in terms of a) the request for Reasonable Accommodation; b) the necessary Findings to approve a Reasonable Accommodation; and c) the Appellant's grounds for appeal.

A) Request for Reasonable Accommodation

Redlands Municipal Code (RMC) Chapter 18.06 allows any person with a disability to submit an application for Reasonable Accommodation to modify or alleviate any zoning code, law, regulation, procedure, or policy that is preventing, or will prevent, the applicant's use and enjoyment of the subject property. The Reasonable Accommodation process is not designed or intended to allow any land use(s) that would otherwise not be permitted in a zoning district.

In this case, the application requested approval for one small service animal to be kept at the subject property (within the house and the rear yard of the property). The service animal was specifically prescribed by a licensed health provider as the necessary treatment for the alleviation of the applicant's personal medical condition. The applicant submitted appropriate medical evidence from a health care professional as required by RMC Section 18.06.030.

The Development Services Director followed all necessary steps and procedures as required by RMC Chapter 18.06 in the approval of Reasonable Accommodation No. 19. Staff reviewed all application materials, mailed a notice as required by RMC Section 18.06.050, and evaluated the four Findings contained in RMC Section 18.06.070 applicable to Reasonable Accommodations.

B) Findings for Decision on Reasonable Accommodation

As required by RMC Section 18.06.070, the Director must make all four of the following Findings prior to approving any application for Reasonable Accommodation:

a. The person who will use the subject property is protected under the fair housing laws.

b. The requested exception to the zoning code, law, regulation, procedure or policy is necessary to make specific housing available to persons occupying the subject property.

c. The requested accommodation will not impose an undue financial or administrative burden on the city; and

d. The requested accommodation will not require a fundamental alteration of the city's zoning or building laws, policies and/or procedures.

After carefully evaluating all information and materials submitted with the application, the Director determined that all four Findings were satisfactorily addressed, as explained in the decision letter (see Attachment C). There was no compelling reason or other basis to deny the application. Therefore, the application was approved.

C) Appeal Filed

The Director's decision was dated December 4, 2024, with the ten (10) day appeal period to expire on Monday, December 16, 2024. On the Appeal form (Attachment E), the Grounds of Appeal states:

"My neighbors are non-compliant with the zoning regulations. Their chicken roams freely throughout their backyard. The chicken's nesting hutch, food and water are left outside. I feel directly affected by this because of possible health concerns. In addition, I feel the Fair Housing Act is misinterpreted and inappropriately applied to my neighbor's personal situation."

<u>Response to Grounds for Appeal</u>

The City made its determination based on the correct facts and the substance of the request, which was solely for the purpose of allowing one service animal, identified as a chicken, to reside on the property, under the provisions of the Reasonable Accommodation process. The applicant provided appropriate medical documentation from a licensed healthcare provider affirming the need for the specific service animal as part of the applicant's treatment for a documented health condition. The approval did not take into consideration unrelated issues, such as potential zoning violations, as the request was solely for an accommodation related to the applicant's disability.

The City was correct in determining that the Fair Housing Act was applied appropriately. The Fair Housing Act (FHA), and the corresponding state law, allow for reasonable accommodations for individuals with disabilities, including the need for service animals. The applicant's request for a service animal was evaluated strictly within the framework of those laws. The appellant's assertion that the Fair Housing Act was misinterpreted is not supported by the legal framework, which permits reasonable accommodations for individuals with disabilities to support their medical needs (including the keeping of a service animal). The service animal is permitted based on the applicant's documented medical need, not as a general exemption to zoning regulations.

In response to the appellant's concerns about potential health risks from the chicken kept at the property, it is important to note that the approval of the Reasonable Accommodation comes with specific conditions (Attachment F) that address animal care, sanitation, and potential impacts to surrounding properties. The approval is subject to specific conditions designed to mitigate any potential negative impact of the service animal on surrounding properties and the community. These conditions include the following key requirements:

a. The chicken must primarily be kept indoors. When outside, it must be supervised at all times and can only roam within a secure, enclosed area (Condition No. 4). Additionally, coops and runs must be located at least five feet from property lines and 25 feet from any neighboring dwellings (Condition No. 5), ensuring that the animal does not interfere with neighboring properties.

b. All coops and runs be kept clean and well-maintained to promote the health of the chicken and prevent any health risks such as odors or pests (Condition No. 7). This includes ensuring that feed containers are secure and rodent-proof, and that fresh water is always available to the animal (Conditions No. 8 and No. 9).

c. Specific measures must be in place to prevent access by predators and rodents, such as rodent-proof coops and secure feed storage (Condition No. 6). This ensures that potential health risks from pests or unsanitary conditions are minimized. These measures are designed to ensure that the service animal's presence does not create any adverse health, safety, or environmental impacts on the neighboring properties and the surrounding community.

ALTERNATIVES:

1. The City Council may request additional information and continue the hearing to a later date; or,

2. The City Council may determine it is appropriate to approve the Appeal and overturn the Director's decision, resulting in denial of Reasonable Accommodation No. 19. In accordance with RMC Section 18.06.090, if the City Council is to consider reversing the prior approval of Reasonable Accommodation No. 19, then the Council must determine that one or more of the following findings were not met:

    a. The person who will use the subject property is protected under the fair housing laws.

    b. The requested exception to the zoning code, law, regulation, procedure or policy is necessary to make specific housing available to persons occupying the subject property.

    c. The requested accommodation will not impose an undue financial or administrative burden on the city; and

    d. The requested accommodation will not require a fundamental alteration of the city's zoning or building laws, policies and/or procedures.

Should the Council decide to approve the Appeal and reverse the Director's decision, staff would request a continuance to a specific date to allow time for preparation of the necessary resolution.

SUBMITTED BY:
Brian Desatnik, Development Services Director

RECOMMENDED BY:
Charles Duggan, Jr., City Manager

REVIEWED BY:
Yvette Abich Garcia, City Attorney
Chris Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Rosemary Montoya, Assistant Planner
Brian Foote, City Planner/Planning Manager

Fiscal Impact

Fiscal Year: 24-25

Revenue Generating: No

Appropriation Required Y/N: No

Discussion:

There is no fiscal impact associated with this request. The appellant paid the applicable filing fee.

Attachments

Attachment A - Location Map and Aerial Photo

Attachment B - Zoning Map

Attachment C - Application Form

Attachment D - Site Plan

Attachment E - Approval Letter

Attachment F - Conditions of Approval

Attachment G - Appeal Form

Attachment H - Resolution No. 8660

City of Redlands

521 S Fourth St

Author: Redlands GIS **Date:** 12/19/2024

City of Redlands

521 S Fourth St - Zoning Map

Author: Redlands GIS **Date:** 12/19/2024

RECEIVED
OCT 23 2024
Development Services Dept.

CITY OF REDLANDS
APPLICATION FOR REASONABLE ACCOMMODATION

Development Services Department, Planning Division
35 Cajon Street, Suite 20 / Mailing: P.O. Box 3005
Redlands, CA 92373
(909) 798-7555 option 2

PERMIT NUMBER: RA-0019
DATE RECEIVED: 10-23-24

Name of Applicant: Zayanne Thompson

Mailing Address: 521 S 4th St. Zip: 92373

Telephone: [redacted] E-mail: [redacted]

Address of Subject Property: 521 S 4th St. Redlands, Ca 92373

Assessor's Parcel Number(s): 017304309

Name of Property Owner(s): ThompsonTrust Agreement 1/26/05

Mailing Address: 521 S 4th St. Redlands, Ca Zip: 92373

Telephone: [redacted] E-mail: [redacted]

Zoning code, law, regulation, procedure, or policy of the City from which relief is sought:
18.40.030 -R-S

Explanation of why the code, law, regulation, procedure or policy is preventing or will prevent the applicant's use and enjoyment of the subject property:
I have an emotional support chicken, Feather, that lives indoors in the area where I work. She allows me to relax and focus on my job. I am not comfortable there without her for a number of reasons. Actions by my neighbor this past year have exacerbated my situation. Feather provides a level of comfort and security that helps me.

Type of accommodation being requested: I am requesting that I be allowed to keep my emotional support animal. She is a single chicken that lives indoors, and only goes outside with me in the small garden behind our ADU. Her nest, perch, food, and water are all indoors.

RECEIVED
OCT 23 2024
Development Services Dept.

Basis for the claim (applicant shall submit a letter from a medical doctor, disabled person parking placard, or other similar supportive evidence): I have attached a letter from Rochelle Smith, explaining my need for Feather. I spoke to Kerri Berry and since I am very worried about my privacy, especially with my immediate neighbor — I would like to request that I see the notice and wording before it is mailed out.

Applicant's Signature _____ Date: 10/11/24

Thank You.

IMPORTANT NOTICE

PROCESSING OF THIS APPLICATION WILL NOT BEGIN UNTIL THE FOLLOWING STATEMENT HAS BEEN COMPLETED TO THE SATISFACTION OF THE DEVELOPMENT SERVICES DEPARTMENT.

I CERTIFY UNDER PENALTY OF PERJURY THAT I AM (circle one) AND THE FOREGOING IS TRUE AND CORRECT:

1. THE LEGAL OWNER(S) (all individual owners must sign as their names as they appear on the deed to the land).
2. CORPORATE OFFICER(S) EMPOWERED TO SIGN FOR THE CORPORATION.
3. OWNER'S LEGAL AGENT HAVING POWER OF ATTORNEY FOR THIS ACTION (a notarized Power of Attorney document must accompany the application form).

SIGNATURE: _____ **DATE:** 10/11/24

SIGNATURE: _____ **DATE:** 10/11/24

SIGNATURE: _____ **DATE:** _____

Google Maps

Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 50 ft

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OCT 23 2024
Development Services Dept.

Google Maps

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OCT 23 2024
Development Services Dept.

City of
REDLANDS
Incorporated 1888
35 Cajon Street, Suite 20
P.O. Box 3005, Redlands, CA 92373
909-798-7555 ext. 2
rmontoya@cityofredlands.org

DEVELOPMENT SERVICES DEPARTMENT

BRIAN DESATNIK
Development Services Director

December 4, 2024

Zayanne Thompson
521 South 4th Street
Redlands, CA 92373
[via email to [redacted]

RE: Approval of Reasonable Accommodation No. 19 – 521 S. 4th Street

Dear Applicant:

This is to notify you that the Director of Development Services has **APPROVED** the above-referenced application requesting a fair housing accommodation. The requested accommodation is to keep one (1) chicken at 521 S. 4th Street (APN: 0173-043-09-0000).

Redlands Municipal Code Section 18.06.070 provides four findings that must be made when approving a reasonable accommodation request:

A. *The person who will use the subject property is protected under the fair housing laws;*

   The applicant has provided a letter from a health care professional confirming that they are protected under fair housing laws (Calif. Government Code Section 12955(l)). Redlands Municipal Code Section 18.06.030(B)(9) states that this type of document is an adequate basis for the claim that the applicant is protected under fair housing laws. Therefore, the person who will use the subject property is protected under fair housing laws.

B. *The requested exception to the zoning code, law, regulation, procedure or policy is necessary to make specific housing available to persons occupying the subject property;*

   According to the Suburban Residential (R-S) zoning district regulations applicable to the subject property (RMC §18.40.030), chicken keeping is prohibited. The requested exception to the zoning code is necessary to make specific housing available to a person occupying the property because a resident has a documented disability-related need to keep a chicken as an assistance animal.

C. *The requested accommodation will not impose an undue financial or administrative burden on the city;*

   The requested accommodation will not impose an undue financial or administrative burden on the City because the requested accommodation is for non-enforcement of the R-S zoning district regulation prohibiting chicken-keeping. Therefore, no undue financial or administrative burden on the city would result from granting the requested accommodation.

D. *The requested accommodation will not require a fundamental alteration of the city's zoning or building laws, policies and/or procedures.*

The City's zoning or building laws, policies and/or procedures would not be fundamentally altered by the request. The requested accommodation is to waive the requirements of the City's zoning regulations prohibiting chicken keeping and to allow one (1) chicken on a single property. This request would not result in a fundamental alteration of the City's zoning program.

Please be advised that the request has been approved subject to the conditions attached to this letter. Review these conditions carefully, as you are responsible for complying with the requirements. In addition, this approval is subject to a ten (10) day appeal period ending on December 16th, 2024.

Sincerely,

Rosemary Montoya

Rosemary Montoya
Assistant Planner
City of Redlands

Attached: Conditions of Approval

CONDITIONS OF APPROVAL
REASONABLE ACCOMODATION NO. 19

1. This approval is for Reasonable Accommodation No. 19 requesting relief from the provisions of Redlands Municipal Code Section 18.40.030 (Permitted Uses) to allow the keeping of one (1) chicken as an assistance animal at the residence located at 521 S. 4th Street (APN: 0173-043-09-0000)

2. The property owner and applicant and their successors and assigns, shall defend, by paying for the defense costs of the City of Redlands (for counsel retained by the City), indemnify and hold harmless the City of Redlands, and its elected officials, officers, employees, and agents, from and against any and all claims, actions, and proceedings (collectively "Claims") to attack, set aside, void or annul the approval of this Conditional Use Permit by the City, or Claims brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of costs or attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days following notice of such action from the City, the applicant shall file with the City a performance bond or irrevocable letter of credit, or other form of security satisfactory to the City (the "Security") in a form satisfactory to the City, and in the amount of $300,000, to ensure applicant's performance of its defense and indemnity obligations under this condition. The Security amount shall not limit the total indemnity obligation of the applicant pursuant to this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

3. This permit is valid only as long as the subject residence is occupied by the Applicant. If and when the Applicant no longer resides at the subject property, any chicken allowed by this approval shall be immediately removed and chicken keeping shall be prohibited on the property.

4. The chicken shall primarily be kept indoors. When allowed outside, the chicken shall be supervised by the Applicant at all times and shall be permitted to roam only within an enclosed coop or run.

5. Coops and runs must be located at least five feet from all property lines and at least twenty-five feet from any dwellings on adjacent properties. The height of coops and runs shall not exceed six feet. All coops and runs shall be fully enclosed on all sides and secured to prevent access by predators and rodents. This includes having a rodent-proof ceiling and floor. The coop and run shall provide adequate ventilation and access to natural light, with openings on at least two sides.

6. All openings in the coop or run shall be covered with predator-proof wire, with openings no larger than one-quarter inch in diameter.

7. Coops and runs must be kept clean and maintained in a manner that promotes the health of the chicken, mitigates odor, and minimizes the presence of rodents, insects, vermin, pests, and disease.

8. Feed containers shall be made of rodent and predator proof materials. Unused chicken feed shall be stored in a secured container.

9. Fresh water must be available to the chicken at all times.

10. Roosters are not permitted.

Due December 16 by 5 p.m.
Submit to City Clerk

RECEIVED
DEC 16 2024
Redlands City Clerk

NOTICE OF APPEAL FROM A DECISION OF THE

DEVELOPMENT SERVICES DIRECTOR OF THE CITY OF REDLANDS

Pursuant to the Redlands Municipal Code, the undersigned hereby appeals a decision of the Development Services Director of the City of Redlands as follows:

Project Name or Permit Number: Reasonable Accomodation No. 19

Decision being appealed: Approval of request to keep a chicken at 521 S. 4th Street (APN 0173-043-09-0000) as an emotional support animal

Date of Director's decision: December 4, 2024

Grounds of Appeal: see attached explanation

Name of Appellant (print): Terra Bird

Address of Appellant: 527 S. 4th Street

City, State: Redlands, CA Zip: 92373

Telephone: [redacted] E-mail: [redacted]

Signature of Appellant: Terra Bird 12-16-24

Appeal Filing Requirements:

(1) Applicable appeal filing fee. — No fee

~~(2) Submission of 15 copies of plans and/or proposal to the Development Services Department, Planning Division (if appealed by Applicant).~~ — Not required.

RECEIVED
DEC 18 2024
Development Services Dept.

Staff Use Only:

Date Received:

12-16-24 Grounds For Appeal

My neighbors are non-compliant with the zoning regulations. Their chicken roams freely throughout their backyard. The chickens nesting hutch, food, and water are left outside. I feel directly affected by this because of possible health concerns.
In addition, I feel the Fair Housing Act is misinterpreted and inappropriately applied to my neighbors personal situation.

Thank You

Terra Bird

RECEIVED
DEC 17 2024
Development Services Dept.

RESOLUTION NO. 8660

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DENYING THE APPEAL AND UPHOLDING THE APPROVAL BY THE DEVELOPMENT SERVICES DIRECTOR FOR REASONABLE ACCOMMODATION NO. 19, A REQUEST TO KEEP ONE SERVICE ANIMAL AT A SINGLE-FAMILY PROPERTY LOCATED AT 521 SOUTH FOURTH STREET.

WHEREAS, Chapter 18.06 (Fair Housing Reasonable Accommodations for Persons with Disabilities) of the Redlands Municipal Code was established to provide a procedure to evaluate requests for reasonable accommodation related to specific applications of the zoning law in order to ensure that no person is discriminated against because of race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income, or ancestry, as required by federal and/or state law, by being denied an equal opportunity to use and enjoy their dwelling and to authorize the application of exceptions to the city's zoning law and land development standards, if warranted; and

WHEREAS, the property owner has applied for Reasonable Accommodation No. 19 for relief from the provisions of Redlands Municipal Code Section 18.40.030 (Permitted Uses) to allow the keeping of one (1) chicken as an assistance animal to be kept primarily indoors and within the designated fenced rear yard area of the residence located at 521 South Fourth Street in the Suburban Residential (R-S) land use district; and

WHEREAS, the Development Services Department reviewed the request and related application materials, and determined the application satisfied all four of the required findings necessary to approve Reasonable Accommodation No. 19; and

WHEREAS, on December 4, 2024, the Development Services Director determined the application was approved, and issued a letter notifying the Applicant of the approval; and

WHEREAS, the Appellant filed a timely Appeal on December 16, 2024; and

WHEREAS, on or about January 21, 2025, notice of this public hearing was mailed to the owners of record of all properties within 300 feet of the subject property, in accordance with Sections 18.06.090 and 18.06.050 of the Redlands Municipal Code; and

WHEREAS, on February 4, 2025, the City Council held a duly noticed public hearing to consider the Appeal of the Development Services Director’s approval of Reasonable Accommodation No. 19; and

WHEREAS, on February 4, 2025, the City Council held a noticed public hearing on the Appeal for Reasonable Accommodation No. 19 and considered verbal and written testimony of City staff, the Appellant, the Applicant for Reasonable Accommodation No. 19, and testimony from members of the public; and

WHEREAS, the proposal qualifies for exemption from the California Environmental Quality Act (CEQA) in accordance with Section 15061(b)(3) of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The proposal is exempt from environmental review in accordance with the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) known as the general rule exemption where there is no possibility that the activity in question may cause a significant effect on the environment.

Section 2. The proposal requested by Reasonable Accommodation No. 19 is supported by circumstances and facts establishing that:

a. The Applicant submitted appropriate documentation from a licensed healthcare provider, identifying the chicken as a service animal necessary to the alleviate of the Applicant's medical condition.

b. The Development Services Director determined that the request satisfied all four required findings for approval of a Reasonable Accommodation, as outlined in RMC Section 18.06.070.

c. The accommodation was requested solely in support of the Applicant's personal medical needs and does not provide a general waiver from the zoning regulations.

d. The approval of the Reasonable Accommodation includes specific conditions to mitigate potential impacts to neighboring properties, including requirements for the chicken to be kept primarily indoors, and to be housed in a secure, sanitary, and well-maintained environment.

e. Conditions of approval further ensure that the chicken's care is properly managed, with requirements for secure coops and runs, supervision when outdoors, and measures to prevent health risks or interference with neighboring properties.

Section 3. The City Council has considered the Appeal filed by Ms. Terra Bird, hereby denies the Appeal, and UPHOLDS the decision of the Development Services Director that approved the application for Reasonable Accommodation No. 19.

ADOPTED, SIGNED AND APPROVED this 4th day of February, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 4th day of February 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **K. 2.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Resolution No. 8659 overruling objections and proceeding with weed abatement of subject properties (Mayor to declare meeting open as a **Public Hearing**)
(Fire Chief Sessler)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls for comments/questions/testimony from members of the public (3 minutes per speaker).
5. Mayor calls upon City Clerk to note any written comments received.
6. Mayor closes the public hearing.
7. City Council considers the motion and votes.

MOTION(S):

If the City Council determines the staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8659.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 8659 overruling objections and proceeding with the abatement of subject properties.

DISCUSSION:

Beginning in December 2024, Community Risk Reduction staff performed inspections and compliance record reviews on parcels throughout the city to identify fire hazards. Staff identified approximately 106 parcels that required abatement. At the regular Council Meeting of January 21, 2025, the City Council adopted Resolution No. 8654 to declare weeds a public nuisance. A notice was then sent to each property owner to provide 10 days to abate the nuisance, or incur the cost of having the City abate their property and having the cost assessed upon their land as a lien until paid.

With the adoption of Resolution No. 8654, a public hearing date was set for February 4, 2025, as the date to hear any objections to the proposed weed abatement proceedings.

The adoption of Resolution No. 8659 will allow the City to proceed with the abatement of the identified parcels found in violation. The abatement of parcels will continue to mitigate the threat of wildland fires that can overwhelm firefighting forces and contribute to the deflagration of homes and property.

ALTERNATIVES:

The City Council may choose not to adopt Resolution No. 8659 and stop abatement proceedings.

SUBMITTED BY:
Rich Sessler, Fire Chief

RECOMMENDED BY:
Charles Duggan, Jr., City Manager

REVIEWED BY:
Yvette Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director
Janice McConnell, Assistant City Manager

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Discussion:

Adopting Resolution No. 8659 will have no fiscal impact. The department has already included a landscaping vendor contract within its budget, and the associated costs will be billed to the property owner.

Attachments

Notice of Abatement

Resolution 8659

City of
REDLANDS
Incorporated 1888
City of Redlands
35 Cajon Street, Suite 12, Redlands, CA 92373
909-798-7601

FIRE DEPARTMENT

COMMUNITY RISK
REDUCTION DIVISION

Parcel Owner Name
Parcel Owner Address
Parcel Owner Address

NOTICE TO CLEAN PREMISES

Redlands Municipal Code Section 8.40.010 requires properties to perform vegetation management on all weeds, dry grasses, dead shrubs, dead trees, combustible rubbish, or any material growing upon the streets, sidewalks or upon private property within the city which bears seeds of a wingy or downy nature, which by reason of their size, manner of growth and location constitute a fire hazard to any building, improvements, crops, or other property. A copy of the Redlands Weed Abatement Guideline with detailed requirements is included with this Notice.

Notice is hereby given that on the 19th day of January 21, 2025, the City Council for the City of Redlands passed a resolution declaring that noxious or dangerous weeds were growing upon or in front of the property on this street, and that rubbish, refuse, and dirt were upon or in front of property on this street, and more particularly described in the resolution, and that they constitute a public nuisance which must be abated by the removal of the weeds, rubbish, refuse, and dirt 10 days from this notice: January 31, 2025. Otherwise they will be removed and the nuisance abated by the city and the cost of removal assessed upon the land from or in front of which the weeds, rubbish, refuse, and dirt are removed and will constitute a lien upon such land until paid. Reference is hereby made to the resolution for further particulars. A copy of said resolution is on file in the office of the city clerk.

All property owners having any objections to the proposed removal of the weeds, rubbish, refuse, and dirt are hereby notified to attend a meeting of the City Council of City of Redlands to be held at 35 Cajon Street, Redlands, California on February 4, 2025 at 6:00 pm, or as soon thereafter as the matter may be heard, when their objections will be heard and given due consideration.

Dated this 22nd day of January, 2025.

Vincent Anderson
Fire Marshal
City of Redlands

NOTICE TO CLEAN PREMISES

RESOLUTION NO. 8659

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS OVERRULING OBJECTIONS AND PROCEEDING WITH ABATEMENT

WHEREAS, the City Council of the City of Redlands adopted Resolution No. 8654 on January 21, 2025, that, by its terms, the City Council elected to proceed under Government Code Sections 39501 and 39502, and Section 39560 et seq., and declared as a public nuisance all weeds growing upon streets, sidewalks and private property in the City, and all rubbish, refuse and dirt upon parkways, sidewalks and private property in the City; and

WHEREAS, a public hearing was held on February 4, 2025, and no objections to the proposed removal of weeds, rubbish, refuse and dirt were made or presented either in writing or orally;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands as follows:

Section 1. On January 21, 2025, the City Council elected to proceed under Government Code Sections 39501 and 39502, and Section 39560 et seq., and declared as a public nuisance all weeds growing upon the streets, sidewalks, and private property in the City and all rubbish, refuse and dirt upon parkways, sidewalks and private property in the City, all as more particularly described in Resolution No. 8654 adopted on January 21, 2025.

Section 2. The City Council fixed February 4, 2025, at 6:00 pm, as the time and place for hearing all objections to the proposal of removal of weeds, rubbish, refuse and dirt, and the Fire Chief, or his authorized designee, was designated as the person to perform the duties imposed by Government Code Section 39560 et seq. upon the superintendent, and he did prepare notices to destroy weeds and remove rubbish, refuse and dirt and did in the time and manner prescribed by law cause copies of the notice to be conspicuously posted on or in front of the properties where the nuisance exists; the City mailed written notice of the proposed abatement to all persons owning property described in Resolution No. 8654 in the time, form and manner prescribed by law.

Section 3. The City Council held a public hearing on February 4, 2025, and no objections either written or oral to the proposed removal of weeds, rubbish, refuse and dirt were presented and the hearing was closed on February 4, 2025.

Section 4. The superintendent is ordered to abate the nuisance declared by Resolution No. 8654 by having the weeds, rubbish, refuse and dirt removed and for this purpose, the superintendent may enter upon private property to abate the nuisance. Before the superintendent arrives, any property owner may remove the weeds, rubbish, refuse and dirt at his or her own expense.

Section 5. The superintendent, or the contractor awarded the work, as the case may be, shall keep an account of the cost of abatement in front of or on each separate parcel of land where the work is done and shall submit to the City Council for consideration, hearing of objections, modification and confirmation, and itemized written report showing this cost, all as more particularly prescribed by Government Code Section 39574.

ADOPTED, SIGNED AND APPROVED this 4th day of February 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, Deputy City Clerk

City Council Meeting **L. 1.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the agreement with Citiguard, Inc. for platform and parking lot security at the Redlands Passenger Rail Downtown and University Stations for an initial one-year term, and an option to extend by one-year for a possible total amount not-to-exceed $690,897.60, and determine that the agreement is exempt from environmental review pursuant to section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine that the agreement with Citiguard, Inc. is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to approve an agreement with Citiguard, Inc for a possible total amount not-to-exceed $690,897.60.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Citiguard, Inc. for platform and parking lot security associated with the Redlands Passenger Rail Project in an amount not-to-exceed $345,448.80 for the initial term of one (1) year, with the option to extend by one (1) additional one-year term for a total amount not-to-exceed $345,448.80. Staff further recommends that the City Council determine that the agreement with Citiguard, Inc. is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

In October 2022, the City of Redlands marked the launch of the Arrow Rail Service, a significant part of the Redlands Passenger Rail Project. This nine-mile regional rail line provides an alternative mode of transportation, connecting Redlands with San Bernardino and seamlessly integrating with other transit options, including cars, buses, and bicycles. The Arrow Service offers residents, businesses, and visitors enhanced travel options, linking them to key locations for recreation, education, and healthcare within the region.

The project introduced three commuter rail stations within the city limits: the Downtown Station on Orange Street; and the University Station near University Street and Park Avenue, and the Environmental Systems Research Institute (ESRI) station at Redlands Boulevard and New York Street. These stations play a crucial role in improving accessibility and encouraging multimodal transportation solutions within the city.

To continue supporting the safe and efficient operation of these facilities, the City of Redlands, Facilities and Community Services Department has been responsible for maintaining the Downtown Station and the University Station, including their associated parking areas. The maintenance and security of the station at Redlands Boulevard and New York Street is being managed by ESRI. The maintenance includes implementing security protocols and ensuring regular upkeep to sustain the quality and functionality of these transit hubs. This coordinated effort showcases a collaborative approach to station upkeep, reinforcing a shared goal of promoting regional transit and connectivity while maintaining high standards for public safety and infrastructure quality.

San Bernardino County Transportation Authority (SBCTA) and the City have agreed that the City will provide a security guard at both stations, beginning 15 minutes prior to the arrival of the first train until 15 minutes after the last scheduled train departs; approximately up to 18–19 hours daily.

In accordance with the City's procurement policies, a request for bid for the security services was advertised on September 24, 2024, and bid packages were opened at the City Clerks' office on October 7, 2024. The lowest bidder, 8 Sspaider Security Inc., did not meet the minimum qualifications required for services. Citiguard, Inc. was identified as the lowest responsive and responsible bidder. As a result, staff is recommending that the City Council approve an agreement with Citiguard, Inc. for the provision of platform and parking lot security associated with the Redlands Passenger Rail Project in an amount not-to-exceed $345,448.80 for the initial term of one (1) year, with the option to extend by one (1) additional one-year term for a total amount not-to-exceed $690,897.60.

The proposed agreement is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15061(b)(3). Section 15061(b)(3) applies to those activities where it is seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The services that are included within the scope of the work of this agreement include testing, monitoring, and reporting and will result in no physical changes or effect on the environment. Therefore, the services are consistent with the exemption.

ALTERNATIVES:

City Council may elect not to approve the agreement and direct staff accordingly.

STRATEGIC PLAN:

Supports Strategic Plan Priorities A - Quality of Life and B - Public Health and Safety

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Erik Reeves, Field Services Superintendent

Fiscal Impact

Fiscal Year:	FY 2024-25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$345,449
Budgeted Y/N:	Yes
Account No.:	101303
Discussion:	

Funding in the amount of $400,000 for this service was included in the FY 2024-25 Parks Division budget (101303) as approved by City Council.

Attachments

Agreement

Bid Report-Unarmed Security Railway Platform

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of unarmed rail station security services ("Agreement") is made and entered in this 4th day of February, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Citiguard, Inc., a California corporation ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform unarmed rail station security services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to

Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Tabitha Crocker, Facilities and Community Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The Services shall commence as of the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by one (1) additional one-year term (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Compensation: The compensation for Contractor's performance of the Services shall not exceed the amount of Three Hundred Forty-Five Thousand Four Hundred Sixty-Seven Thousand dollars and Eighty cents ($345,467.80) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of Three Hundred Forty-Five Thousand Four Hundred Sixty-Seven Thousand dollars and Eighty cents ($345,467.80) for the first Extended Term; bringing the total possible amount of compensation to a not-to-exceed amount of Six Hundred Ninety Thousand Nine Hundred Thirty-Five dollars Sixty cents ($690,935.60). For the Initial Term and the Extended Term, City shall pay Contractor

up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	Sami Nomair, President Citiguard, Inc. 22736 Vanowen Street, Suite #300 West Hills, CA 91307 sami@citiguardinc.com Phone: 800-613-5903 Fax: 877-765-0955

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the

minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS	CITIGUARD, INC.
By: _____	By: _____
Mario Saucedo, Mayor	Sami Nomair, President

ATTEST:

_____

Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Holidays:

There are 14 recognized holidays: New Year's Day, Martin Luther King Day, Presidents Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the Friday after, Christmas Eve, and Christmas Day.

Post Orders: Assignment instructions for each post, whether a fixed location or roaming locations, must be adhered to in their entirety.

Pass Downs: Additional or special instructions by City of Redlands for posts on a temporary basis and must be adhered to in their entirety.

Security Guard-Site Specific Shift-Regular Time-Hourly Rate: For weekly scheduled security guard shift, M-F, excludes holidays.

Security Guard-Site Specific Weekend Shift Time-Hourly Rate: For weekly scheduled 19 hr. weekend security guard shift, Sat-Sun, excludes holidays.

Security Guard-Holiday-Hourly Rate: For **all** security guard shifts on City recognized holidays only.

Table: Holiday:

Only the listed City holidays are subject to any premium (overtime, etc.) rates.

DATE	EVENT
January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day
March 31	Cesar Chavez Day
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday	after Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day

SCHEDULE

Monday-Friday:	**Security**		**Total Hours**
	Start	End	
University Station:	4:30	23:00	18.50
First train: 4:52			
Last train: 22:21			
Downtown Station	4:30	22:30	18
First train: 4:48			
Last train: 22:26			
Weekend:			
University Station:	5:15	23:15	19.00
First train: 5:34			
Last train: 23:32			
Downtown Station	5:15	24:00 MID	18.75
First train: 5:41			
Last train: 23:25			

Reports

A) Submit activity reports from the prior security shift within six hours.

B) Include any pertinent information or backup documentation with your reports.

C) Ensure that all reports are submitted prior to submission of the invoice.

D) **General:** Report immediately, verbally and or in writing as soon as practically possible taking safety into consideration; especially concerning issues that may require immediate action to avoid potential escalation. If possible, take photos of the observation or interaction and attach to email, text, pictures, and written reports.

E) **Safety, Injury, or Damage:** any impending, occurring, or potential hazards, incidents, or accidents that have harmed, are harming, or could likely harm persons, animals, plants, property, environment, or the like.

F) **Public Nuisances:** any observations of any public nuisances.

G) **Business Interactions:** any interactions with business owners and or persons.

H) **Work Performance Delays:** anything that is or could potentially delay or prevent work from being performed within the designated times and locations.

I) **Follow up Activities:** all action items from the above section, which may have been verbally reported, but a written report was not possible at the time; and all action items as required by City Representative.

Posts: Site Specific

- **Downtown rail platform at Orange Street and Stuart Avenue**
- **University of Redlands rail platform at University Street and Park Avenue**

  A) Provide a security “presence” through patrolling on foot at the rail station platform.

B) Security personnel shall call the designated FCS staff personnel to report any maintenance concerns or for miscellaneous questions.

C) Security personnel shall call the Redlands Police Department (depending on the incident) upon the observance of any illegal activity, vandalism, or suspicious or inappropriate behavior.

D) Restrooms are available inside train depots at both locations.

NOTE: During breaks and meals, security service may be temporarily halted; however, the guard must return promptly to their post afterward.

EXHIBIT "B"

(Fee Schedule

Description	Unit	Hourly Rate
Security Guard – Site Specific Shift, Regular Time, weekday shift begins on M – F, hourly rate, as per all bid specifications	**Hour**	**$24.30**
Security Guard - Site Specific Shift, WEEKEND shift, begins on Sat - Sun, hourly rate, as per all bid specifications	**Hour**	**$24.30**
Security Guard - Site Specific Shift, Holiday Time, for any shift that begins or ends on a holiday as listed in the bid specifications	**Hour**	**$36.45**

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

CITIGUARD, INC.

By:_____ Date: _____

Sami Nomair, President

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **7th day of October 2024, at 10:00a.m.** on behalf of the Facilities and Community Services Department for Unarmed Security Services for Railway Platform – FCS09232024JBII. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

1	8 Sspaider Security Inc., Reseda, CA	Yes	5	$157,792.00
2	Citiguard, West Hills, CA	Yes	2	$172,733.90
3	American Global Security, Chatsworth, CA	Yes	2	$177.629.87
4	Scaife Protection Services, Lawndale, CA	Yes	2	$186,138.26
5	Contact Security Services, Brea, CA	Yes	2	$186,598.60
6	Power Security Solutions, Murrieta, CA	Yes	2	$188,362.00
7	Allite patrol & Security, Reseda, CA	Yes	2	$188,699.44
8	Palisade Security Management, Grand Terrace, CA	Yes	2	$189,997.79
9	Espirit De Security Services Inc., Aurora, CO	Yes	2	$190,966.00
10	Access Control Security Inc., Chatsworth, CA	Yes	2	$191,205.20
11	Providers International, Pasadena, CA	Yes	2	$194,002.32
12	Ops Inc., Security Service, Glendale, CA	Yes	2	$195,043.52
13	Securitas Security Services, Ontario, CA	Yes	2	$195,452.31
14	General Security Services, Riverside, CA	Yes	2	$195,873.37
15	Inter-Con security Systems, Inc., Pasadena, CA	Yes	2	$212,695.58
16	Absolute International Security, Irwindale, CA	Yes	2	$213,097.84

17	Peralta Associates & Defense, West Covina, CA	Yes	0	$241,672.00
18	Briggs International Inc., Corona, CA	Yes	2	$248,750.00
19	Patrol Solutions, Roseville, CA	Yes	0	$339,407.00
20	Brapga Security System, Inc. West Covina, CA	Yes	2	$340,378.11
21	Nationwide Guard Services, Rancho Cucamonga, CA	Yes	2	$376,112.10
22	Elite Guard Security Services, Irvine, CA	Yes	0	$382,383.60

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Jocelynn Butters

City Council Meeting **L. 2.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a sole source purchase order modification with AMREP to increase the total compensation for an amount not-to-exceed $300,000 to provide AMREP parts and service, and consideration of a sole source purchase order modification with Clean Energy to increase the total compensation for an amount not-to-exceed $240,000 parts and repair services for the City's LNG/CNG fuel island (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move that the City Council approve a sole source purchase order modification with AMREP to increase the total compensation for an amount not-to-exceed $300,000; and
2. I move that the City Council approve a sole source purchase order modification with Clean Energy to increase the total compensation for an amount not-to-exceed $240,000.

RECOMMENDATION:

Staff recommends that the City Council approve a sole source purchase order modification with AMREP to increase the total compensation for an amount not-to-exceed $300,000 to provide AMREP parts and service; and the approval of a sole source purchase order modification with Clean Energy to increase the total compensation for an amount not-to-exceed $240,000 parts and repair services for the City's LNG/CNG fuel island.

DISCUSSION:

The City of Redlands Facilities and Community Services Department's Equipment Maintenance Division oversees the maintenance of approximately 470 vehicles and the City's fuel station. The fleet inventory includes light-duty, heavy-duty, off-road, and commercial vehicles which require ongoing maintenance and repair.

In June 2024, the City Council approved Sole Source Purchase Orders with both AMREP and Clean Energy for services related to equipment maintenance for Fiscal Year 2024-25. During Fiscal Year 2024-25, the Equipment Maintenance Division received an influx of vehicle repairs, resulting in the need for an increased supply of AMREP Original Equipment Manufacturer (OEM) parts. OEM parts have unique design features that cannot be replaced by non-OEM parts and the use of alternate parts would void a manufacturer's warranty. Due to the influx of vehicle repairs, the demand for OEM parts and repair services has significantly increased. Therefore, staff are requesting a modification of purchase order 22500243 to increase the not-to-exceed amount from $160,000 to $300,000.

The City's LNG/CNG island opened for service for internal city use and for the sale of LNG/CNG to outside customers in 2003. As the fuel island surpasses 20 years of age, the original hardware, software, and critical components of the fuel island have become antiquated and require repair. Additionally, the fuel island has experienced an increase in use by outside customers, putting greater stress on antiquated components. Clean Energy, a subsidiary of Clean Energy Cryogenics, has been providing repair services on the City's LNG/CNG fuel island since its completion in 2003. Additionally, the LNG/CNG island utilizes Clean Energy's proprietary equipment, including the island's operating software, which controls the entire station. Clean Energy's unique ability to service the LNG/CNG fuel island has been demonstrated since the island's completion in 2003. Therefore, staff are requesting a purchase order modification of purchase order 22500243 to increase the not-to-exceed amount from $90,000 to $240,000.

ALTERNATIVES:

City Council may elect not to approve the sole source purchase order modifications. However, this action will adversely affect the Division's ability to service the City's equipment.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Larry Alms, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2024-25
Revenue Generating:	Y
Appropriation Required Y/N:	N
Amount:	$290,000
Budgeted Y/N:	Y
Account No.:	607900

Discussion:

For the Fiscal Year 2024-25 sufficient funding for these services is included in the Equipment Maintenance Division's (607900) budget for Fiscal Year 2024-25 as approved by the City Council. Costs associated with any future renewal terms of the agreement will be included in subsequent budget requests prepared by the Department.

Attachments

A. Clean Energy Sole Source
B. Clean Energy Proprietary Letter
C. AMREP Sole Source
D. AMREP Proprietary Letter

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 12/20/24

TO: Purchasing Division

FROM: FCS

Purchase Requisition # _____

Estimated Total Cost: $ 240,000

Proposed Vendor: Clean Energy

Request Term: FY 2025

Original Sole Source approved by City Council
$90,000
New Amount $240,00
increase of $150,000

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

■ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: LNG Station

Manufacturer/Model Number: Northstar Inc.

Age: 21 years

Current Estimated Value: N/A

■ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

■ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

■ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

B - See Attached Proprietary Letter
F - See Response #5

Rev 1.31.19

3. Was an evaluation of other equipment, products, or services performed?

☐ Yes ■ No

If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

Clean Energy is the primary source for technicians, equipment and supplies to provide maintenance and repairs to the City's LNG Station. While there are other companies that offer technicians who are experienced with the specific equipment that was installed in 2003, using another company would cause delays in repairs and substantially higher rates

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Larry Alms Digitally signed by Larry Alms Date: 2024.12.20 14:43:40 -08'00' 12/20/2024

Prepared by Date

1/6/25

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

April 30, 2024

Tricia Swope
Manager, Facilities & Community Service
City of Redlands
1270 West Park Ave
Redlands, California 92373

Dear Ms. Swope:

Clean Energy, through its subsidiary, Clean Energy Cryogenics, has been providing maintenance repair services on the City of Redland's ("City") Liquefied Compressed Natural Gas ("LCNG") fueling facility since the completion of the station in 2003. This sound business partnership has been the result of Clean Energy's unparalleled LCNG experience and knowledge of the City's fueling facility.

The City's LCNG fueling facility was constructed with proprietary equipment including Cryogenics' Station Operating Software, which controls the operations of the entire station. Clean Energy's unique ability to service the station was demonstrated several years back when a competitor was selected to complete station repairs but was unable to restore fueling operations.

Clean Energy recommends quarterly site inspections and routine maintenance to ensure all LCNG fueling equipment is operating properly. The quarterly site visit fee is $5,066. Callouts for corrective services will be billed at R&M Rates of $145 from 8am-5pm M-F and $218 from 5pm-8am M-F, Weekends & Holidays.

Clean Energy looks forward to continuing to service the City's station. Thank you in advance for your consideration.

Sincerely,

Mike Haag

Mike Haag
Account Manager, Western Region

Clean Energy
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
949.437.1000

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 12/20/24

TO: Purchasing Division

FROM: FCS

Purchase Requisition # _____

Estimated Total Cost: $ 300,000

Proposed Vendor: Amrep Manufacturing

Request Term: FY 2025

Original Sole Source approved by City Council $160,000
New Amount $300,000
Increase $140,000

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

☐ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

■ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☐ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

See Attached proprietary manufacturer letter

Rev 1.31.19

3. Was an evaluation of other equipment, products, or services performed?

☐ Yes ☒ No

If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

Several AMREP trucks would no longer be serviceable and would have to be decommissioned.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Larry Alms Digitally signed by Larry Alms Date: 2024.12.20 15:01:20 -08'00' 12/20/2024

Prepared by Date

1/6/25

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

City of Redlands
1270 W. Park Ave., Bldg E
City of Redlands, CA 92373

April 10, 2024

Re: City of Redlands Request for "Sole Source" Verification Letter.

Dear: Larry Alms

Amrep is a manufacturer of refuse equipment, with its factory located here in Ontario, California. The letter is to confirm that we are the only manufacturing source and provider of original Amrep Bodies and Amrep Body Parts.

Thank you for your business in the past and continued support.

Regards, *Rob Strange*

Rob Strange
National Sales Director
O: 909-923-0430 ext. 105
M: 909-215-2259
rstrange@amrepinc.com

1555 S Cucamonga Ave.,
Ontario, CA 91761
www.amrepinc.com

City Council Meeting **L. 3.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a $192,736.85 purchase order modification with Enterprise FM Trust for the vehicle lease and maintenance program resulting in a total purchase order amount not to exceed $3,155,736.85 and a total contract amount not to exceed $4,728,389.85 (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to approve a purchase order modification for Fiscal Year 2024-25 with Enterprise FM Trust for a vehicle lease and maintenance program in an amount of $192,736.85 for a total purchase order amount not to exceed $3,155,736.85 and a total contract amount not to exceed $4,728,389.85.

RECOMMENDATION:

Staff recommends that the City Council approve a purchase order modification for Fiscal Year 2024-25 with Enterprise FM Trust for a vehicle lease and maintenance program in an amount of $192,736.85 for a total purchase order amount not to exceed $3,155,736.85 and a total contract amount not to exceed $4,728,389.85.

DISCUSSION:

The City of Redlands Equipment Maintenance Division oversees the maintenance of over 470 vehicles and equipment and the maintenance and operations of the city's fuel station at the corporate yard. In July 2019, the City entered into a Master Equity Lease Agreement with Enterprise Fleet Management, Inc. for a light-duty and medium-duty vehicle lease and maintenance program. This agreement has resulted in a structured and

methodical vehicle replacement program. The goals of the program are to lower the average age of the fleet; achieve a reduction in net operating costs, as newer vehicles significantly lower maintenance expenses and have increased fuel efficiency; and improve the safety of staff operating city vehicles.

Between 2021 and 2024, the automobile industry experienced unprecedented vehicle shortages nationwide. During this Fiscal Year, the City received vehicles for various City departments that were initially ordered in 2022. The requested purchase order modification is required to account for the lease and down payment amounts related specifically to Municipal Utilities and Engineering - Water and Waste Water division vehicles that are now available. The cost of the vehicles increased from the initial estimate due to an increase in costs for outfitting. With this purchase order modification increase of $192,736.85, the purchase order will be for an amount not to exceed $3,155,736.85 through June 2025 and the total contract shall be in an amount not to exceed $4,728,389.85.

ALTERNATIVES:

Council may elect not to approve the purchase order modification. However, this will greatly impact the operations of the affected departments.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Christopher Boatman, Assistant City Manager
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Tricia Swope, Manager, Facilities and Community Services

Fiscal Impact

Fiscal Year:	FY 2024-25
Appropriation Required Y/N:	N
Amount:	$192,736.85
Budgeted Y/N:	Y
Account No.:	Various

Discussion:

Sufficient funding for this service is included in the Water (501900) and Waste Water (521900) Division's budget for Fiscal Year 2024-25 as approved by City Council. Costs associated with any future renewal terms of the agreement will be included in subsequent budget requests prepared by the Department.

Attachments

FY 2024-25 Enterprise FM Trust PO 22500362

PURCHASE ORDER

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

Purchase Order Number	**22500362**
Purchase Order Date	**07/25/2024**
Department	**FACILITIES & COMMUNITY SERVICE**
Required By	**07/01/2024**

Bill To FINBIL
CITY OF REDLANDS
PO BOX 3005
REDLANDS, CA 92373
EMAIL: accountspayable@cityofredlands.org
Emailing invoice and referencing PO No. is required and will expedite payment
.

Ship To FLEET
FCSD-Fleet Div
1270 W Park Ave
Building E
Redlands, CA 92373

Vendor 200008
ENTERPRISE FM TRUST
ENTERPRISE FLEET MANAGEMENT CUSTOMER BILLING
PO BOX 800089
KANSAS CITY, MO 64180

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
714-463-7631		200008	193	Tricia Swope	

NOTES

FLEET - ENTERPRISE VEHICLE LEASE PROGRAM

ORDER TERM:
JULY 1, 2024 - JUNE 30, 2025.
.
NOT TO EXCEED DOLLAR AMOUNT IS PER YEAR. THIS PO WILL BE CLOSED WHEN THE TOTAL AMOUNT IS EXHAUSTED.
.
PURCHASE ORDER WILL BE VALID ONLY WITH A CURRENT APPROVED MINIMUM LIABILITY COVERAGE ON FILE WITH RISK MANAGEMENT.
.
PURCHASE ORDER AS PER CITY COUNCIL APPROVAL DATED JUNE 4, 2024, PER MASTER EQUITY LEASE AGREEMENT, MAINTENANCE AGREEMENT, AND MAINTENANCE MANAGEMENT & FLEET RENTAL AGREEMENT DATED JULY 2, 2019, AND PER SOURCELWELL CONTRACT NO. 030122 DATED MAY 4, 2022.
.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	DSD BUILDING & SAFETY LEASE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$14,872.2000	$14,872.20
2	DSD BUILDING & SAFETY MAINTENANCE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$1,049.5200	$1,049.52
3	DSD PLANNING LEASE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$5,648.4400	$5,648.44
4	DSD PLANNING MAINTENANCE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$380.0400	$380.04
5	PD LEASE MEASURE T PD22001 Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$1,409,161.6400	$1,409,161.64
6	PD MAINTENANCE MEASURE T PD22001 Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$7,083.3600	$7,083.36
7	FIRE LEASE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$94,184.4000	$94,184.40
8	FIRE MAINTENANCE	1.0000	EA	$2,462.1600	$2,462.16

PURCHASING DIVISION - 1270 W. PARK AVE. REDLANDS, CA 92373 - Email: Purchasing@cityofredlands.org

Total Ext. Price $2,963,000.00

Purchase Order Total $2,963,000.00

Deana Abramovich-Daniel
PROCUREMENT MANAGER

PLEASE SEE ATTACHED PURCHASE ORDER TERMS AND CONDITIONS

CITY OF REDLANDS
PURCHASE ORDER TERMS AND CONDITIONS
unless otherwise specified in an executed agreement, the following shall apply

1. INVOICES: Each purchase order is to be invoiced separately and all invoices shall be submitted to the billing address as shown on the front of the Purchase Order. All invoices, shipping documents, correspondence, and-related papers must have the purchase order number and consignee shown clearly in their face.
2. PACKAGING AND DRAYAGE: Unless so specified on the Purchase Order and evidenced by a copy of the freight bill attached to the invoice, there shall be no charge to the City for either packaging and/or drayage
3. INSPECTION: All materials and workmanship provided under the terms of the Purchase Order are subject to inspection and test by the City to ensure compliance with the requirements and specifications contained therein. In the event that the goods or services delivered are defective, or are not in conformity with the Purchase Order, the City shall have the right to either reject said goods or services, or require that they be corrected or otherwise brought into conformity with the terms set forth in the Purchase Order.
4. RESPONSIBILITIES: Unless otherwise specified in the Purchase Order, the supplier/contractor shall be responsible for all items covered in said Purchase Order until delivered at the designated delivery point and thereafter accepted by the City. Supplier/contractor shall bear all risks as the goods and services provided until they are finally accepted by the City. Upon the City's notice to supplier/contractor of its rejection of the goods or services provided or the need for the correction thereof. All such defective goods or services shall be removed from City premises, and any and all expenses incurred in the removal and/or correction of such defective goods or services shall be borne entirely by the supplier/contractor.
5. ACCEPTANCE: The City's final acceptance of the goods or services provided under the Purchase Order shall be conclusive except in those instances where a latent defect or fraud is subsequently discovered, or when a supplier/contractor has committed such gross mistakes that they are tantamount to a fraud. The City's failure to inspect and either accept or reject the goods or services delivered shall not relieve the supplier/contractor for the responsibility for strict compliance with the terms and specifications of the Purchase Order.
6. CHANGES: This Purchase Order may, at any time, be changed with regard to the materials or services to be furnished, the quantity ordered, the unit price, discount, delivery point or arrangements, terms or any other matters affecting a valid order. However, in order to be effective, any such change or amendment causes an increase or decrease in the cost of performance hereunder, an equitable adjustment shall be made to reflect the increase or the decrease in the cost thereof. Any such adjustment shall be subject to the written approval of the Purchasing Agent. No variation in the quality, quantity, or coat of any item called for by this Purchase Order Shall be acceptable by the City except in pursuance of a written Change Order approved by the Purchasing Agent.
7. TERMINATION: This Purchase Order may be terminated, in whole or in part, at any time, by written notice to the supplier/contractor. Such termination shall be effective with respect to the quantity, manner, and time specified in such notice. The City shall be liable at the stipulated price only for such materials and/or services as have been delivered and/or rendered and accepted as of the effective date of said written notice. The City shall not be liable for any excess cost arising out of such termination, and failure of the supplier/contractor to cease delivery and/or work upon receipt of such termination notice shall not occasion a claim for extra costs.
8. TIME IS OF THE ESSENCE: In the event that the supplier/contractor fails to perform this Purchase Order within the time specified, the Purchasing Agent may, by written notice, order the supplier/contractor to cease further deliveries and may hold the supplier/contractor liable for any damages caused to the City by reason of such delay. If no time is specified, it is expected that the supplier/contractor shall begin performance within a reasonable time after placement of the order. The City may extend periods of performance if the facts as to the cause of the delay, in sole opinion of the Purchasing Agent, justify such an extension.
9. LIABILTIY: The supplier/contractor shall defend, indemnify and hold harmless the City, its elected officials, officers, employees, and agents from all claims, losses, damages, costs, expenses and suits, in law or in equity, because of personal injury, property damage, or alleged or actual patent infringements, based on the performance of this Purchase Order or asserted against it. Further, supplier/contractor warrants that the City shall not be responsible for any damages that may be claimed by reason or death injury of the person of the supplier/contractor's officer, agents, employees, invitees or licensees or for damage to any property of the supplier/contractor or any other damage that may arise or result at anytime because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed by proximately or otherwise by reason of, or in course of, carrying out this Purchase Order.
10. DISPUTES: All disputes concerning questions of fact which may arise under this Purchase Order under this Purchase Order, and not disposed of by mutual agreement and/or consent, shall be decided by the sole discretion of the Purchasing Agent. All disputes concerning questions of law, which may arise under this Purchase Order, shall be decided under applicable laws of the State of California.
11. PAYMENTS: Payments shall be made upon submission of an itemized invoice, presented in duplicate of the prices stipulated in the Purchase Order and within 30 days of becoming due for supplies delivered and accepted or services rendered and accepted, less deductions if any. When requested by the supplier/contractor, payment on partial deliveries may be made whenever, in the sole discretion of the Purchasing Agent, the surrounding circumstances warrant such partial payment. In the event and, if for any reason, an overpayment is made; the City requires prompt refund of said overpayment by way of supplier/contactor's properly referenced check.
12. **LICENSOR:** All supplier/contractors who perform work within the City, must have on file at the Redlands City Revenue Office, a current and valid city business license.
13. CONFORMITY WITH SAFETY ORDERS: The goods and/or services covered by this Purchase Order or contract must conform to the safety order of OSHA, CAL-OSHA, and/or NIOSHA and any and all applicable material safety data sheets (MSDS).
14. **PREVAILING WAGES:** When applicable, the City is subject to the State of California prevailing wage laws as set forth in California Labor Code Section 1770 et seq. The contractor is responsible for determining the appropriate Department of Industrial Relations (DIR) classification for the various employees and subcontractors used for a particular project or service. The rates for each classification are posted on the DIR website at http://www.dir.ca.gov/DIRdatabases.html. All contractors performing work for the City are responsible for abiding by all applicable prevailing wage laws, and must furnish the City with Certified Payroll Records upon request.

Purchase Order # 22500362

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
	Ship Email:TSWOPE@CITYOFREDLANDS.ORG				
9	FCS ADMIN LEASE MEASURE T FCS22001 Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$25,267.2800	$25,267.28
10	FCS ADMIN MAINTENANCE MEASURE T FCS22001 Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$1,236.3600	$1,236.36
11	CMO HOMELESS SOLUTIONS LEASE MEASURE T FCS22001 Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$17,389.5600	$17,389.56
12	CMO HOMELESS SOLUTIONS MAINTENANCE MEASURE T FCS22001 Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$1,050.3600	$1,050.36
13	FCS BUILDING MAINTENANCE LEASE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$71,210.9900	$71,210.99
14	FCS BUILDING MAINT. MAINTENANCE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$3,038.6400	$3,038.64
15	FCS PARKS LEASE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$1.0000	$1.00
16	FCS PARKS MAINTENANCE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$1.0000	$1.00
17	FCS PARKS LEASE MEASURE T FCS22001 Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$176,467.0400	$176,467.04
18	FCS PARKS MAINTENANCE MEASURE T FCS22001 Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$11,232.9600	$11,232.96
19	FCS STREETS LEASE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$15,984.4400	$15,984.44
20	FCS STREETS MAINTENANCE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$734.4000	$734.40
21	FCS STREETS LEASE MEASURE T FCS22001 Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$51,893.0000	$51,893.00
22	FCS STREETS MAINT. MEASURE T FCS22001 Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$3,513.0000	$3,513.00
23	FCS RECREATION & SENIOR SERVICES LEASE MEASURE T FCS22001 Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$20,895.6400	$20,895.64
24	FCS RECREATION & SENIOR SERVICES MAINTENANCE MEASURE T FCS22001 Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$633.3600	$633.36
25	FCS ANIMAL SERVICES LEASE - MEASURE T Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$25,640.0000	$25,640.00
26	FCS ANIMAL SERVICES MAINTENANCE - MEASURE T Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$968.0000	$968.00
27	MUED ADMIN LEASE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$106,868.0400	$106,868.04
28	MUED ADMIN MAINTENANCE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$7,002.2400	$7,002.24
29	MUED WATER PRODUCTION / WATER DISTRIBUTION LEASE	1.0000	EA	$458,517.5100	$458,517.51

Total Ext. Price	$2,963,000.00
Purchase Order Total	**$2,963,000.00**

PLEASE SEE ATTACHED PURCHASE ORDER TERMS AND CONDITIONS

Purchase Order # 22500362

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
	Ship Email:TSWOPE@CITYOFREDLANDS.ORG				
30	MUED WATER PRODUCTION / WATER DISTRIBUTION MAINTEANNCE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$5,409.4800	$5,409.48
31	FCS SOLID WASTE LEASE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$127,734.7100	$127,734.71
32	FCS SOLID WASTE MAINTENANCE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$3,594.8400	$3,594.84
33	MUED WASTEWATER LEASE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$130,118.6400	$130,118.64
34	MUED WASTEWATER MAINTENANCE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$4,750.4400	$4,750.44
35	FCS GROVES LEASE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$15,649.3200	$15,649.32
36	FCS GROVES MAINTENANCE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$911.0400	$911.04
37	FCS CEMETERY LEASE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$40,385.5200	$40,385.52
38	FCS CEMETERY MAINTENANCE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$1,949.5200	$1,949.52
39	FCS AIRPORT LEASE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$7,372.6800	$7,372.68
40	FCS AIRPORT MAINTENANCE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$537.0000	$537.00
41	MS IT LEASE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$10,451.4600	$10,451.46
42	MS IT MAINTENANCE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$540.0000	$540.00
43	FCS EQUIPMENT MAINT. DIV LEASE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$40,394.4400	$40,394.44
44	FCS EQUIPMENT MAINT. DIV MAINTENANCE Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$10,000.0000	$10,000.00
45	PARTS / MATERIALS Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$9,998.0000	$9,998.00
46	DMV FEES Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$18,597.5800	$18,597.58
47	TIRE FEES Ship Email:TSWOPE@CITYOFREDLANDS.ORG	1.0000	EA	$218.7500	$218.75

Total Ext. Price	$2,963,000.00
Purchase Order Total	**$2,963,000.00**

PLEASE SEE ATTACHED PURCHASE ORDER TERMS AND CONDITIONS

City Council Meeting **L. 4.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a $623,911.38 construction contract with Metrocell Construction, Inc. for the construction of the Carbon Reduction Program (CRP) Redlands Regional Connector (South) - Pedestrian & Bike Trail Project, Project No. F400032, Federal Project No. CRP-5083(031); acceptance of a Carbon Reduction Program grant in the amount of $765,096.58; and determination that the project is categorically exempt under Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If the City Council determines that staff recommendation is appropriate, the following motions are provided:

1. I move that City Council determine that approval of a construction contract and construction of the CRP Redlands Regional Connector (South) - Pedestrian & Bike Trail Project, Project No. F400032, Federal Project No. CRP-5083(031) are categorically exempt from environmental review pursuant to Section 15301(c) of the State’s guidelines implementing the California Environmental Quality Act;

2. I move that the City Council accept a Carbon Reduction Program (CRP) grant in the amount of for projects totaling $765,096.58; and

3. I move that City Council approve the CRP Redlands Regional Connector (South) - Pedestrian & Bike Trail Project plans and specifications, and approve a construction contract with Metrocell Construction, Inc. in the amount of $623,911.38.

RECOMMENDATION:

Staff recommends that City Council determine approval of a construction contract and construction of the CRP Redlands Regional Connector (South) - Pedestrian & Bike Trail Project, Project No. F400032, Federal Project No. CRP-5083(031) are categorically exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends that City Council accept a Carbon Reduction Program (CRP) grant in the amount of $765,096.58; approve the CRP Redlands Regional Connector (South) - Pedestrian & Bike Trail Project plans and specifications; award a construction contract to Metrocell Construction, Inc. in the amount of $623,911.38.

DISCUSSION:

On January 21, 2016, the City of Highland, in partnership with the City of Redlands, was awarded an Active Transportation Program (ATP) grant as the lead agency for the ATP Cycle 2 Redlands/Highland Regional Connector Project. The project aimed to construct a Class I bikeway on Orange Street, connecting Citrus Valley High School (CVHS) with the City of Highland. In 2017, KOA Corporation was contracted to complete the design for the trail. However, in December 2021, the project was canceled due to excessive environmental mitigation requirements imposed by the California Department of Fish and Wildlife and design was not completed by KOA.

In March 2023, the San Bernardino County Transportation Authority (SBCTA) Board of Directors approved splitting the ATP Cycle 2 Redlands/Highland Regional Connector Project. This decision separated the portion of the project with the most significant environmental mitigation, designating SBCTA as the lead agency for this segment. The City of Highland and the City of Redlands were each assigned responsibility for their respective segments. During the same meeting, with approval from Caltrans, the SBCTA Board allocated Federal Carbon Reduction Program (CRP) grant funding to the City of Redlands to complete its segment.

The CRP grant allocated to the City of Redlands amounts to $765,096.58, with an 11.47% local match requirement. Under this grant, the project proposes to construct 0.1 miles of Class IV bikeways on Texas Street, from CVHS to Domestic Avenue; 0.5 miles of Class I bicycle/pedestrian path on Domestic Avenue, connecting Texas Street to Orange Street; and 0.25 miles of Class I bicycle/pedestrian path on Orange Street, from Pioneer Street to Israel Beal Park.

KOA Corporation prepared a 95% design for the project. City staff finalized the construction plans and specifications. Staff advertised the Project for bidding and on December 2, 2024, the City Clerk's office received and opened the following seven (7) bids:

BID OPENING REPORT SUMMARY	
Bidder	Bid Amount
1. Metrocell Construction, Inc., Ontario, CA	$ 623,911.38
2. CT&T Concrete Paving, Inc., Diamond Bar, CA	$ 665,153.15
3. CSI Services, San Pedro, CA	$ 890,479.00
4. HZS Engineering, Inc. dba HZS Construction, Orange, CA	$ 987,149.00
5. Venture Construction & Management, Corona, CA	$ 1,180,430.00
6. Jergensen Concrete, Inc., Phelan, CA	* $ 1,348,553.40
7. All American Asphalt, Corona, CA	$ 1, 638,580.00

* An arithmetic error was made within the proposal. Total bid amount was corrected from Bid Opening Report, but did not affect the ranking.

Each bid was reviewed by staff to determine responsiveness to bid requirements and Metrocell Construction, Inc., was determined to be the lowest responsive bidder. Staff recommends awarding a construction contract to Metrocell Construction, Inc. for an amount not-to-exceed $623,911.38. The Project will be completed within fifty (50) working days after a Notice to Proceed is issued to the Contractor.

Staff recommends City Council accept a Carbon Reduction Program grant in the amount of $765,096.58 for this project. Section 2.2.3 (Post Award Grant Administration) of the City Policy Manual requires City Council acceptance of this grant award. The approved FY 24/25 MUED budget includes funding for the project including City matching funds requirements, and staff recommends City Council acceptance of this grant.

This Project is categorically exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act as the project involves negligible or no expansion of capacity.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

The project supports Strategic Plan Priority D, Strategic Objective 3. Infrastructure: Engineer and construct transportation facilities to accommodate all potential users - motorists, cyclists and pedestrians.

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, City Engineer

PREPARED BY:
Veronica Medina, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	200400; 101400

Discussion:

There is no fiscal impact associated with this action. The total cost of the Project is included in the Governmental Grant Fund (200400), which will be reimbursed by the CalTrans CRP grant program after the successful completion of the project. The local match amount of 11.47%, which is $71,562.64, is included in the FY 24/25 Engineering General Fund (101400).

Attachments

A. Metrocell Construction Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. Plans
F. Specifications

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 4th day of February, 2025, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Metrocell Construction, Inc. (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: CRP Redlands Regional Connector (South) – Pedestrian & Bike Trail Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's CRP Redlands Regional Connector (South) – Pedestrian & Bike Trail Project, Project No. F400032, Federal Project No. CRP-5083(031) (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of six hundred twenty-three thousand nine hundred eleven dollars and thirty-eight cents dollars ($623,911.38) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within fifty (50) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor those five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

Metrocell Construction, Inc._____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
CRP Redlands Regional Connector (South) -
Pedestrian & Bike Trail Project
Project No. F400032, Federal Project No. CRP-5083(031)

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Dated this _____ day of _____, 2025.

Metrocell Construction, Inc._____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Metrocell Construction, Inc. (hereinafter designated as "Principal") have entered into an agreement dated February 4, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as **CRP Redlands Regional Connector (South) – Pedestrian & Bike Trail Project, Project No. F400032, Federal Project No. CRP-5083(031)** and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of six hundred twenty three thousand nine hundred eleven dollars and thirty-eight cents dollars ($623,911.38) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder,

arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2025.

(SEAL)

_____
(Contractor)

_____
(Signature)

(Seal and Notarial Acknowledgment of Surety)

(SEAL)

_____
(Surety)

BY: _____
(Signature)

Address:_____

_____

Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Metrocell Construction, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated February 4, 2025, and identified as **CRP Redlands Regional Connector (South) – Pedestrian & Bike Trail Project, Project No. F400032, Federal Project No. CRP-5083(031)** is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of six hundred twenty three thousand nine hundred eleven dollars and thirty-eight cents dollars ($623,911.38) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2025.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
(Seal and Notarial Acknowledgement of Surety)	_____
	Telephone: ( )_____

Attachment "B"

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **2nd day of December 2024 at 2:30 p.m.** on behalf of the Municipal Utilities and Engineering Department for **Redlands Regional Connector (South) Project. Project No. 5083(031)**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Bid Bond	Total Bid Amount
1	Metrocell Construction, Inc., Ontario, CA	Yes	Yes	$623,911.38
2	CT&T Concrete Paving, Inc., Diamond Bar, CA	Yes	Yes	$665,153.15
3	CSI Services, San Pedro, CA	Yes	Yes	$890,479.00
4	HZS Engineering, Inc., Orange, CA	Yes	Yes	$1,027,179.00
5	Venture Construction and Management, Corona, CA	Yes	Yes	$1,180,430.00
6	Jergensen Concrete Inc., Phelan, CA	Yes	Yes	$1,348,579.00
7	All American Asphalt, Corona, CA	Yes	Yes	$1,638,580.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Goutam Dobey, Veronica Medina

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

Project No. F400032, Federal Project No. HSIPL-5083(031) — BID DATE: 2-Dec-2024
CRP Redlands Regional Connector (South) - Pedestrian & Bike Trail Project — EST. START DATE: 10-Feb-2024

Item No.	Bid Item	Quantity	Unit	Metrocell Construction, Inc.		CT&T Concrete Paving, Inc.		CSI Services	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$31,000.00	$31,000.00	$22,000.00	$22,000.00	$30,000.00	$30,000.00
2	Construction Survey and Monumentation Restoration	1	LS	$20,000.00	$20,000.00	$10,648.00	$10,648.00	$9,500.00	$9,500.00
3	Temporary Traffic and Pedestrian Control	1	LS	$8,000.00	$8,000.00	$14,608.00	$14,608.00	$16,000.00	$16,000.00
4	Erosion Control	1	LS	$15,000.00	$15,000.00	$8,875.00	$8,875.00	$14,000.00	$14,000.00
5	Clearing, Grubbing, and Removals	1	LS	$36,898.08	$36,898.08	$35,370.00	$35,370.00	$29,000.00	$29,000.00
6	Install Reflective Delineator (Type E), per Caltrans Std. A73C on Sheet 2	36	EA	$213.00	$7,668.00	$40.00	$1,440.00	$100.00	$3,600.00
7	Construct 2.5" AC over 4" Aggregate Base, Compact Top 6" to 95% Compaction	23,095	SF	$7.40	$170,903.00	$6.55	$151,272.25	$7.00	$161,665.00
8	Slurry Seal (Type II)	20	ELT	$715.00	$14,300.00	$225.00	$4,500.00	$700.00	$14,000.00
9	Remove and Replace 4" PCC Trail Over 95% Compacted Naive	15,530	SF	$7.61	$118,183.30	$10.30	$159,959.00	$16.00	$248,480.00
10	Construct 4" PCC Sidewalk Over 95% Compacted Subgrade	310	SF	$41.00	$12,710.00	$17.25	$5,347.50	$20.00	$6,200.00
11	Construct PCC ADA Curb Ramp Including Curb and Gutter, AC Slot Patch, Retaining Curb, and	2	EA	$9,250.00	$18,500.00	$7,886.45	$15,772.90	$7,500.00	$15,000.00
12	Construct PCC Mow Curb	2,400	LF	$5.90	$14,160.00	$26.27	$63,048.00	$50.00	$120,000.00
13	Install 3 Rail PVC Fence Per Detail on Sheet 2	28	LF	$209.00	$5,852.00	$91.85	$2,571.80	$300.00	$8,400.00
14	Adjust Water Valve/Water Meters Boxes to Grade	1	EA	$544.00	$544.00	$242.00	$242.00	$300.00	$300.00
15	Adjust Manhole Frame and Cover to Grade	2	EA	$1,633.00	$3,266.00	$1,694.00	$3,388.00	$300.00	$600.00
16	Construct Gate as Shown on Plans	3	EA	$3,900.00	$11,700.00	$9,667.00	$29,001.00	$8,000.00	$24,000.00
17	Construct Removable Bollards	6	EA	$1,143.00	$6,858.00	$777.70	$4,666.20	$1,000.00	$6,000.00
18	Restore Irrigation in Kind	1	LS	$4,200.00	$4,200.00	$11,554.50	$11,554.50	$19,000.00	$19,000.00
19	Restore Landscape in Kind	1	LS	$5,600.00	$5,600.00	$10,015.00	$10,015.00	$19,000.00	$19,000.00
20	Signing and Striping	1	LS	$46,000.00	$46,000.00	$36,640.00	$36,640.00	$42,000.00	$42,000.00
21	Unforeseen work not covered within all other bid items	1	LS	$67,734.00	$67,734.00	$67,734.00	$67,734.00	$67,734.00	$67,734.00
22	Demobilization	1	LS	$4,835.00	$4,835.00	$6,500.00	$6,500.00	$36,000.00	$36,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
			Total Bid Price		**$623,911.38**		**$665,153.15**		**$890,479.00**

License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Bid Bond Company	American Contractors Indemnity Company	Contractors Bonding and Insurance Company	Merchants Bonding Company (Mutual)
Submitted Entire Bid Package	Yes	Yes	No
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Active	Active	Active
Error in Bid	No	No	No

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

Project No. F400032, Federal Project No. HSIPL-5083(031) — BID DATE: 2-Dec-2024
CRP Redlands Regional Connector (South) - Pedestrian & Bike Trail Project — EST. START DATE: 10-Feb-2024

Item No.	Bid Item	Quantity	Unit	HZS Engineering, Inc. dba HZS Construction		Venture Construction & Management		Jergensen Concrete, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$30,000.00	$30,000.00	$50,000.00	$50,000.00	$57,500.00	$57,500.00
2	Construction Survey and Monumentation Restoration	1	LS	$10,000.00	$10,000.00	$56,960.00	$56,960.00	$28,750.00	$28,750.00
3	Temporary Traffic and Pedestrian Control	1	LS	$25,000.00	$25,000.00	$17,800.00	$17,800.00	$34,500.00	$34,500.00
4	Erosion Control	1	LS	$15,000.00	$15,000.00	$14,420.00	$14,420.00	$16,100.00	$16,100.00
5	Clearing, Grubbing, and Removals	1	LS	$110,000.00	$110,000.00	$47,600.00	$47,600.00	$155,250.00	$155,250.00
6	Install Reflective Delineator (Type E), per Caltrans Std. A73C on Sheet 2	36	EA	$120.00	$4,320.00	$82.00	$2,952.00	$57.50	$2,070.00
7	Construct 2.5" AC over 4" Aggregate Base, Compact Top 6" to 95% Compaction	23,095	SF	$9.00	$207,855.00	$9.40	$217,093.00	$12.91	$298,156.45
8	Slurry Seal (Type II)	20	ELT	$1,500.00	$30,000.00	$680.00	$13,600.00	$1,955.00	$39,100.00
9	Remove and Replace 4" PCC Trail Over 95% Compacted Naive	15,530	SF	$16.00	$248,480.00	$20.10	$312,153.00	$20.13	$312,618.90
10	Construct 4" PCC Sidewalk Over 95% Compacted Subgrade	310	SF	$40.00	$12,400.00	$12.00	$3,720.00	$28.75	$8,912.50
11	Construct PCC ADA Curb Ramp Including Curb and Gutter, AC Slot Patch, Retaining Curb, and	2	EA	$23,000.00	$46,000.00	$13,300.00	$26,600.00	$8,625.00	$17,250.00
12	Construct PCC Mow Curb	2,400	LF	$24.00	$57,600.00	$37.40	$89,760.00	$57.50	$138,000.00
13	Install 3 Rail PVC Fence Per Detail on Sheet 2	28	LF	$145.00	$4,060.00	$306.00	$8,568.00	$172.50	$4,830.00
14	Adjust Water Valve/Water Meters Boxes to Grade	1	EA	$2,300.00	$2,300.00	$3,400.00	$3,400.00	$862.50	$862.50
15	Adjust Manhole Frame and Cover to Grade	2	EA	$3,200.00	$6,400.00	$5,440.00	$10,880.00	$1,610.00	$3,220.00
16	Construct Gate as Shown on Plans	3	EA	$11,000.00	$33,000.00	$7,480.00	$22,440.00	$4,140.00	$12,420.00
17	Construct Removable Bollards	6	EA	$3,000.00	$18,000.00	$2,245.00	$13,470.00	$1,610.00	$9,660.00
18	Restore Irrigation in Kind	1	LS	$7,000.00	$7,000.00	$40,800.00	$40,800.00	$39,100.00	$39,100.00
19	Restore Landscape in Kind	1	LS	$7,000.00	$7,000.00	$74,880.00	$74,880.00	$21,850.00	$21,850.00
20	Signing and Striping	1	LS	$35,000.00	$35,000.00	$72,000.00	$72,000.00	$60,544.05	$60,544.05
21	Unforeseen work not covered within all other bid items	1	LS	$67,734.00	$67,734.00	$67,734.00	$67,734.00	$67,734.00	$67,734.00
22	Demobilization	1	LS	$10,000.00	$10,000.00	$13,600.00	$13,600.00	$20,125.00	$20,125.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
			Total Bid Price		**$987,149.00**		**$1,180,430.00**		**$1,348,553.40**

License Status	Active	Active	Active
Sub's License Status	Not Active	Active	Active
Bid Bond Company	United Fire & Casualty Company	Great Midwest Insurance Company	Ohio Casualty Insurance Company (The)
Submitted Entire Bid Package	Yes	No	Yes
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Active	Active	Pending
Error in Bid	No	No	Yes

ATTACHMENT "C"

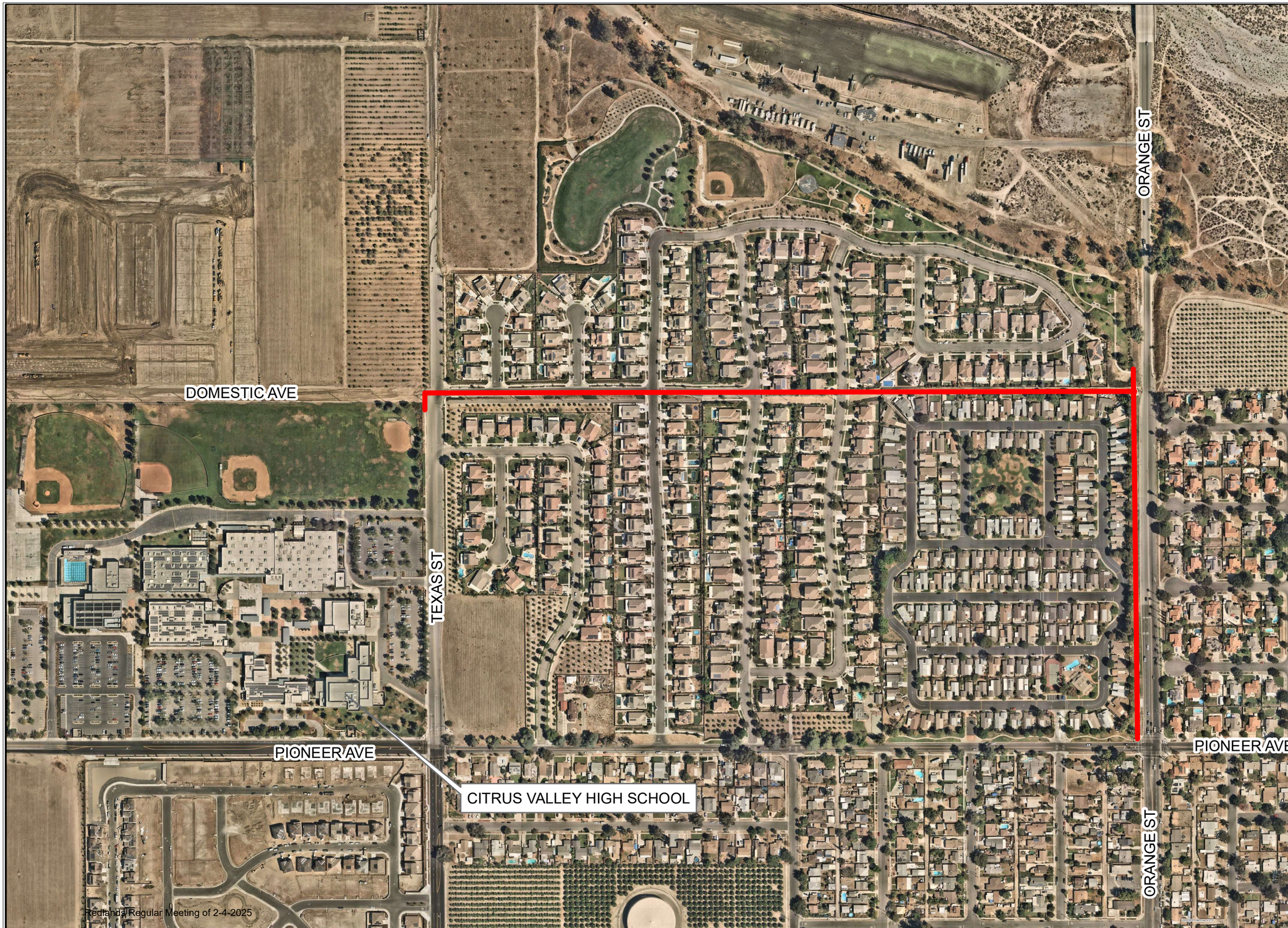
CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

Project No. F400032, Federal Project No. HSIPL-5083(031)
CRP Redlands Regional Connector (South) - Pedestrian & Bike Trail Project

BID DATE: 2-Dec-2024
EST. START DATE: 10-Feb-2024

Item No.	Bid Item	Quantity	Unit	All American Asphalt					
				Unit Price	Item Price				
1	Mobilization (Maximum 5% of total bid price)	1	LS	$30,000.00	$30,000.00				
2	Construction Survey and Monumentation Restoration	1	LS	$16,000.00	$16,000.00				
3	Temporary Traffic and Pedestrian Control	1	LS	$157,000.00	$157,000.00				
4	Erosion Control	1	LS	$6,800.00	$6,800.00				
5	Clearing, Grubbing, and Removals	1	LS	$332,000.00	$332,000.00				
6	Install Reflective Delineator (Type E), per Caltrans Std. A73C on Sheet 2	36	EA	$60.00	$2,160.00				
7	Construct 2.5" AC over 4" Aggregate Base, Compact Top 6" to 95% Compaction	23,095	SF	$10.80	$249,426.00				
8	Slurry Seal (Type II)	20	ELT	$1,200.00	$24,000.00				
9	Remove and Replace 4" PCC Trail Over 95% Compacted Naive	15,530	SF	$22.00	$341,660.00				
10	Construct 4" PCC Sidewalk Over 95% Compacted Subgrade	310	SF	$26.00	$8,060.00				
11	Construct PCC ADA Curb Ramp Including Curb and Gutter, AC Slot Patch, Retaining Curb, and	2	EA	$10,750.00	$21,500.00				
12	Construct PCC Mow Curb	2,400	LF	$82.00	$196,800.00				
13	Install 3 Rail PVC Fence Per Detail on Sheet 2	28	LF	$230.00	$6,440.00				
14	Adjust Water Valve/Water Meters Boxes to Grade	1	EA	$3,500.00	$3,500.00				
15	Adjust Manhole Frame and Cover to Grade	2	EA	$3,500.00	$7,000.00				
16	Construct Gate as Shown on Plans	3	EA	$15,300.00	$45,900.00				
17	Construct Removable Bollards	6	EA	$1,750.00	$10,500.00				
18	Restore Irrigation in Kind	1	LS	$32,500.00	$32,500.00				
19	Restore Landscape in Kind	1	LS	$11,500.00	$11,500.00				
20	Signing and Striping	1	LS	$38,100.00	$38,100.00				
21	Unforeseen work not covered within all other bid items	1	LS	$67,734.00	$67,734.00				
22	Demobilization	1	LS	$30,000.00	$30,000.00				
	Last Minute Additions/Deductions				$0.00				
				Total Bid Price	**$1,638,580.00**				

License Status	Active		
Sub's License Status	Yes		
Bid Bond Company	Fidelity and Deposit Company of Maryland		
Submitted Entire Bid Package	Yes		
Submitted Sub's Qualification Statement	Yes		
DIR Status	Active		
Error in Bid	No		



LOCATION MAP

CRP Redlands Regional Connector (South) Project

Legend

Proposed Project Segment

City Limits

This map was produced by the City of Redlands, Geographic Information System.
The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

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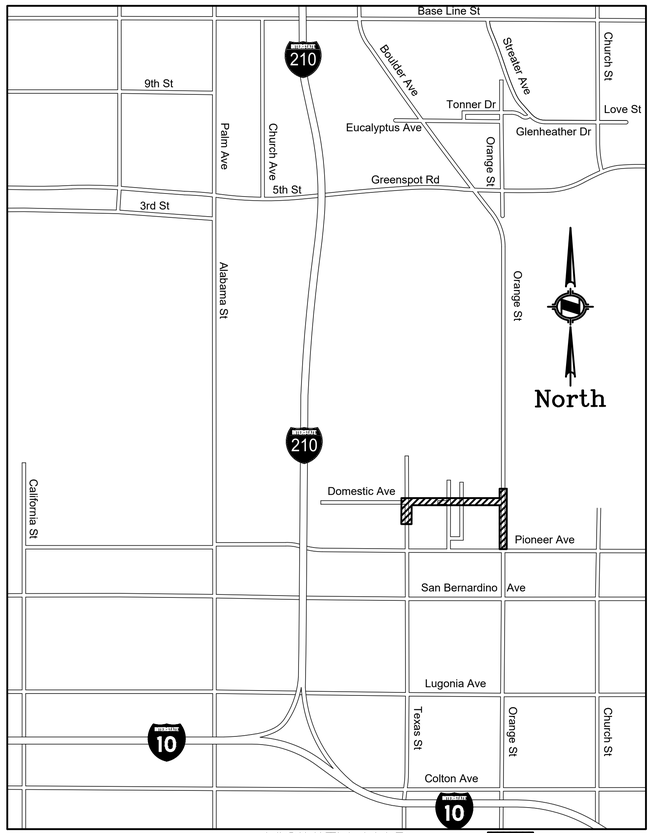
City of REDLANDS "A City That Works"

OneStop.mxd

CONSTRUCTION PLANS FOR
CITY OF REDLANDS
CRP REDLANDS REGIONAL CONNECTOR (SOUTH) PROJECT
FEDERAL PROJECT No. CRP-5083(031)
OCTOBER 2024



VICINITY MAP
NOT TO SCALE

PROJECT LIMITS

SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE SHEET & VICINITY/INDEX MAP
2	GENERAL NOTES & MISCELLANEOUS DETAILS
3	STREET IMPROVEMENT PLAN
4 – 7	TRAIL IMPROVEMENT PLAN
8 – 9	SIGNING & STRIPING PLAN

CITY COUNCIL:

EDDIE TEJEDA, MAYOR
PAUL T. BARICH, MAYOR PRO TEM
DENISE DAVIS, COUNCIL MEMBER
JENNA GUZMAN-LOWERY, COUNCIL MEMBER
MARIO SAUCEDO, COUNCIL MEMBER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

CITY STAFF:

CHARLES M. DUGGAN, JR., CITY MANAGER

LINE IS 2 INCHES
AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

ELEVATIONS SHOWN ARE BASED UPON THE CITY OF HIGHLAND BENCH MARK NO.0001.

ELEVATION – 1213.30 FEET (NAVD 88)

DESCRIPTION:
CHISELED BOX AT THE EAST END OF THE NORTHEAST CURB RETURN AT 5TH STREET AND CHURCH AVENUE

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

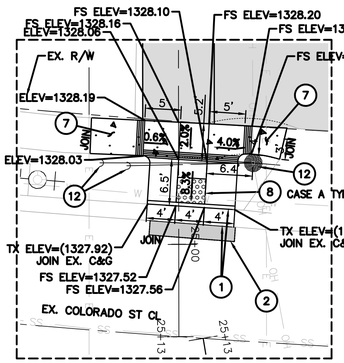
REDLANDS REGIONAL CONNECTOR (SOUTH) PROJECT
PROJECT No. CRP-5083(031)
TITLE SHEET & VICINITY/INDEX MAP

Designed by: KOA
Date: 6/2022
Checked by: GKD
Date: 7/2023
Drawn by: KOA
Date: 6/2022
Checked by: GKD
Date: 7/2023

Reviewed By: 10/23/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 10/23/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

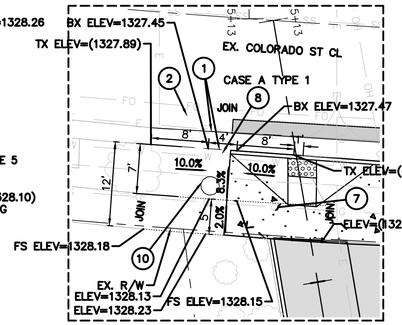
Sheet 1 of 9 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

MS - 2432



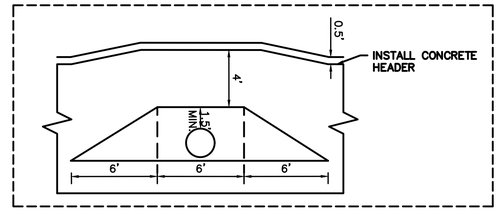
CURB RAMP "2"

(NTS)



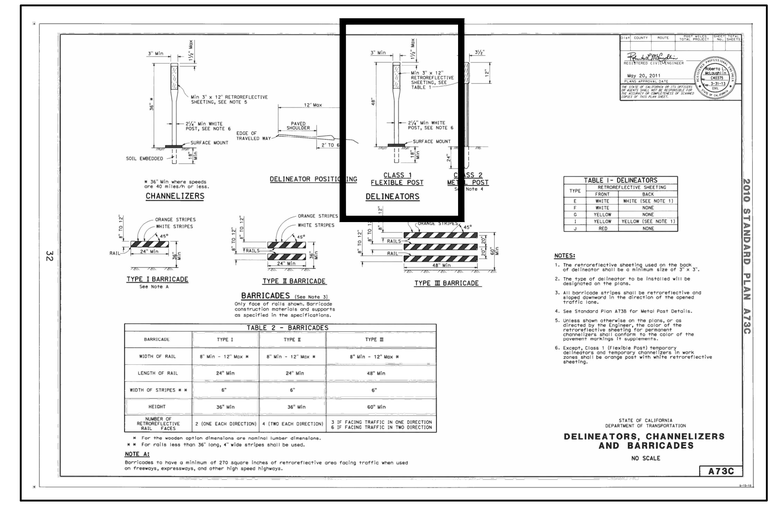
CURB RAMP "3"

(NTS)



PAVEMENT AROUND UTILITY POLE, TYP. DETAIL

(NTS)



REFLECTIVE DELINEATOR (TYPE E) PER CALTRANS STD. A73C

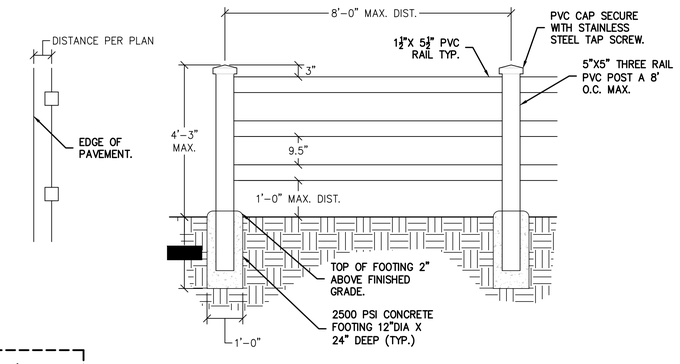
(NTS)

CONSTRUCTION NOTES

1. REMOVE EXISTING CONCRETE CURB, GUTTER, WALL, ROCKS, TREES, LANDSCAPE, FENCE, AC DIKE, DRIVEWAY AND CONCRETE, ETC. AS NEEDED FOR CONSTRUCTION AND AS SHOWN ON PLANS.
2. REMOVAL LIMIT. SAWCUT CONCRETE, ASPHALT, AND OTHER HARDSCAPE SURFACE AND REMOVE TO THE LIMITS SHOWN ON THIS PLAN. ALL REMOVALS SHALL BE DISPOSED OF BY THE CONTRACTOR, UNDER CLEARING AND GRUBBING.
3. REMOVE EXISTING SHRUBS, TREES, AND ROOTS. DIAMETER LESS THAN 36".
4. INSTALL CLASS 1 FLEXIBLE POST DELINEATORS PER CALTRANS STD. PLAN A73C @ 10' SPACING, LENGTH AS SHOWN ON PLANS.
5. CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE
6. REMOVE AND REPLACE 4" PCC OVER 95% COMPACTED NATIVE
7. CONSTRUCT 4" PCC SIDEWALK OVER 95% COMPACTED NATIVE
8. CONSTRUCT PCC CURB RAMP PER SPPWC STD. PLAN 115-5 INCLUDING CURBS AND GUTTER, AC SLOT PATCH, RETAINING CURB, AND SIDEWALK, CASE AND TYPE PER PLANS AND DETAIL SHEET 2.
9. WATER VALVE/WATER METERS BOXES TO BE ADJUSTED AS SHOWN ON PLANS.
10. CONSTRUCT GATE PER SPPWC STD. PLAN 602-3, LENGTH AS SHOWN ON PLANS.
11. CONSTRUCT REMOVABLE BOLLARDS PER DETAIL SHEET 2.
12. PROTECT IN PLACE, ITEM PER PLANS.
13. CONSTRUCT NATIVE SELECTIVE SOIL AND COMPACT TO 90% GRADE TO MATCH SURROUNDING IMPROVEMENT.
14. GRADE TO MATCH LANDSCAPE AND IRRIGATION RESTORATION.
15. PROTECT IN PLACE EXISTING DG TRAIL.
16. CONSTRUCT CONCRETE MOW CURB HEADER. 6" WIDE AND 12" DEEP.
17. ADJUST MANHOLE FRAME AND COVER TO GRADE.
18. INSTALL 3 RAIL PVC FENCE PER DETAIL ON SHEET 2, LENGTH AS SHOWN ON PLANS.

GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS -- THE WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT CITY OF REDLANDS STANDARDS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), LATEST EDITION, AND THESE CONDITIONS AND SPECIFICATIONS. ANY DEVIATION FROM SAID REQUIREMENTS MUST BE APPROVED IN WRITING BY THE CITY ENGINEER.
2. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THIS PLAN. THE UTILITIES ARE PLOTTED FROM RECORD AND FIELD DATA. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES WHETHER SHOWN OR NOT SHOWN ON THE PLANS. THE CONTRACTOR IS TO NOTIFY ALL UTILITY COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF UNDERGROUND LINES.
3. STREETS MAY BE REQUIRED TO HAVE A SEAL COAT APPLIED AT THE OPTION OF THE PUBLIC WORKS DIRECTOR OR APPOINTED REPRESENTATIVE. TYPE OF SEAL COAT IS TO BE DETERMINED BY THE PUBLIC WORKS DIRECTOR OR APPOINTED REPRESENTATIVE.
4. RESURFACE EXISTING ROADWAY, AS DIRECTED BY THE PUBLIC WORKS DIRECTOR OR APPOINTED REPRESENTATIVE, DUE TO UTILITY INSTALLATIONS AND CONSTRUCTION DAMAGE.
5. EXISTING STRIPING SHALL BE REMOVED AND REPLACED AS NECESSARY. NEW STRIPING AND PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE STRIPING PLAN APPROVED BY THE PUBLIC WORKS DIRECTOR OR APPOINTED REPRESENTATIVE.
6. CURB INSTALLATIONS AT LESS THAN 0.50% GRADE SHALL HAVE CONSTRUCTION STAKES SET AT 12.5 FOOT (3.8 M) MAXIMUM INTERVALS AND ALL CURB FORMS SHALL BE CHECKED FOR GRADE COMPLIANCE PRIOR TO CONCRETE POUR. MAXIMUM DEVIATION FROM DESIGN PROFILE GRADE AT ANY LOCATION SHALL BE 0.0 I FOOT (3 MM).
7. SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE THE "ENCROACHMENT PERMIT" WILL BE VALID. FOR YOUR DIG ALERT ID NUMBER, CALL UNDERGROUND SERVICE ALERT (TOLL FREE) AT 1-800-227-2600, TWO WORKING DAYS BEFORE YOU DIG.
8. SOILS REPORT WITH LABORATORY TESTS OF THE "R" VALUE AND SOILS ENGINEER'S STREET STRUCTURAL SECTION RECOMMENDATION SHALL BE REVIEWED AND APPROVED BY THE CITY PRIOR TO ISSUANCE OF THE ENCROACHMENT PERMIT.
9. ASPHALT CONCRETE PAVEMENT SECTIONS ON NEW STREETS GREATER THAN 3 INCHES (75 MM) THICK SHALL BE PLACED IN A MINIMUM OF TWO LIFTS WITH THE LAST LIFT BEING DELAYED UNTIL 95% OF ALL DEVELOPER CONSTRUCTION HAS BEEN COMPLETED.
10. THE FINAL PAVEMENT OR SURFACE LAYER OF ASPHALTIC CONCRETE ROADWAY PAVEMENT SHALL NOT BE PLACED UNTIL ALL UTILITIES AND UTILITY LATERALS WITHIN THE ROADWAY HAVE BEEN INSTALLED, COMPACTED, TESTED AND ACCEPTED BY THE CITY , ALL ON-SITE IMPROVEMENTS INCLUDING ALL GRADING HAVE BEEN COMPLETED AND ALL UNACCEPTABLE PARKWAY AND ROADWAY IMPROVEMENTS ARE REMOVED AND REPLACED TO THE SATISFACTION OF THE CITY.
11. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE PROJECT.

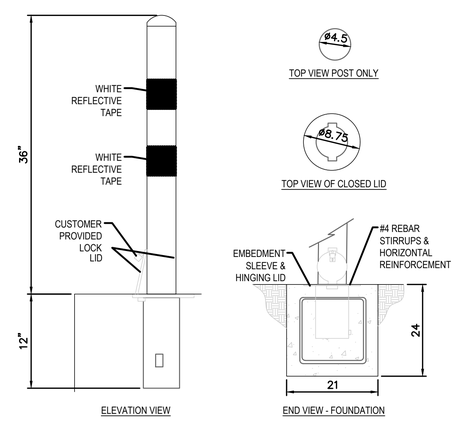


3 RAIL PVC FENCE DETAIL

(NTS)

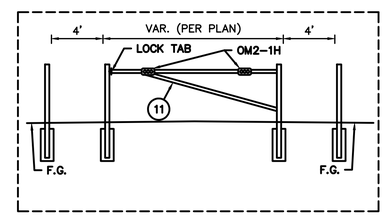
LEGEND:

- CONSTRUCT P.C.C. PAVEMENT
- CONSTRUCT A.C. PAVEMENT
- GRIND AND OVERLAY
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- EXISTING SIDEWALK
- REMOVE SIDEWALK
- PROPOSED SIDEWALK
- EXISTING CHAINLINK FENCE
- EXISTING WALL
- EXISTING CURB & GUTTER
- REMOVE CURB & GUTTER
- PROPOSED CURB & GUTTER
- EXISTING AC DIKE
- EXISTING ELECTRICAL LINE
- EXISTING GAS LINE
- EXISTING WATER LINE
- EXISTING TELEPHONE LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING SEWER LINE
- EXISTING STORM DRAIN LINE
- EXISTING EDGE OF PAVEMENT
- EX. TREES/LANDSCAPE
- EX. STREET LIGHT
- EX. SANITARY SEWER MANHOLE
- EX. WATER METER
- EX. WATER VALVE
- EX. STREET SIGN
- EX. FIRE HYDRANT
- EX. POWER POLE
- REMOVE TREES/LANDSCAPE
- PROPOSED BOLLARD
- PROPOSED STREET SIGN



STANDARD REMOVABLE BOLLARD DETAIL

(NTS)



BARRIER GATE DETAIL

(NTS)

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY

BENCHMARK

ELEVATIONS SHOWN ARE BASED UPON THE CITY OF HIGHLAND BENCH MARK NO.0001.

ELEVATION - 1213.30 FEET (NAVD 88)

DESCRIPTION:
CHISELED BOX AT THE EAST END OF THE NORTHEAST CURB RETURN AT 5TH STREET AND CHURCH AVENUE

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

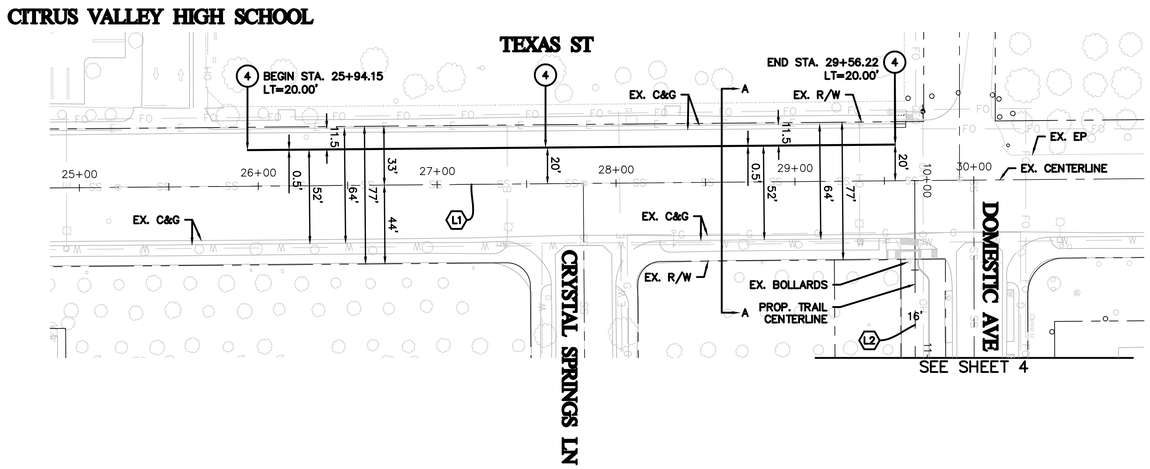
CITY OF REDLANDS
Municipal Utilities and Engineering Department

REDLANDS REGIONAL CONNECTOR (SOUTH) PROJECT
PROJECT No. CRP-5083(031)
GENERAL NOTES & MISCELLANEOUS DETAILS

Designed by: KOA
Date: 6/2022
Checked by: GKD
Date: 7/2023
Drawn by: KOA
Date: 6/2022
Checked by: GKD
Date: 7/2023

Reviewed By: 10/23/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 10/23/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date
Sheet 2 of 9 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

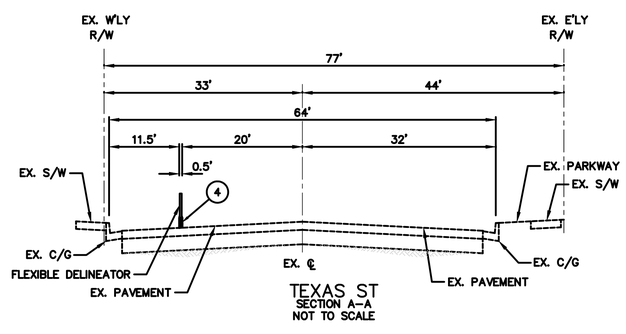
MS - 2432



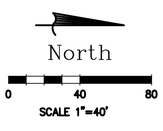
CONSTRUCTION NOTES

(4) INSTALL CLASS 1 FLEXIBLE POST DELINEATORS PER CALTRANS STD. PLAN A73C @ 10' SPACING, LENGTH AS SHOWN ON PLANS.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	1289.95'	S00° 29' 22.44"E
L2	952.67'	N89° 50' 05.35"E



TEXAS ST
SECTION A-A
NOT TO SCALE



LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

ELEVATIONS SHOWN ARE BASED UPON THE CITY OF HIGHLAND BENCH MARK NO.0001.

ELEVATION – 1213.30 FEET (NAVD 88)

DESCRIPTION:
CHISELED BOX AT THE EAST END OF THE NORTHEAST CURB RETURN AT 5TH STREET AND CHURCH AVENUE

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

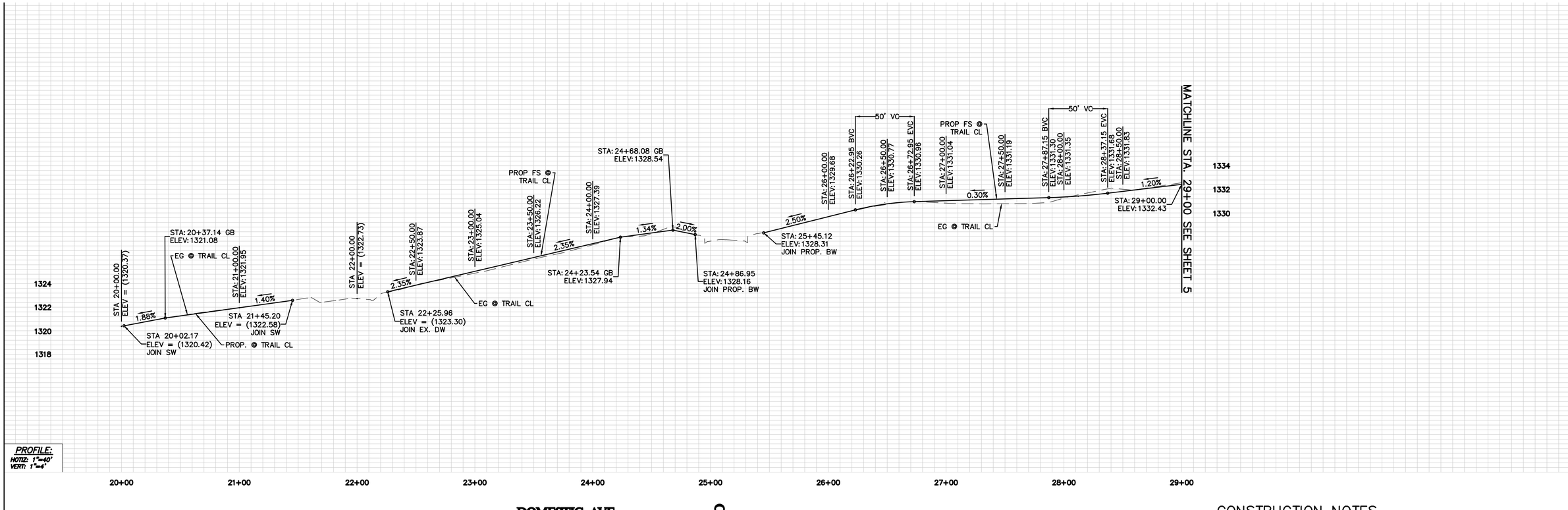
REDLANDS REGIONAL CONNECTOR (SOUTH) PROJECT
PROJECT No. CRP-5083(031)
STREET IMPROVEMENT PLAN

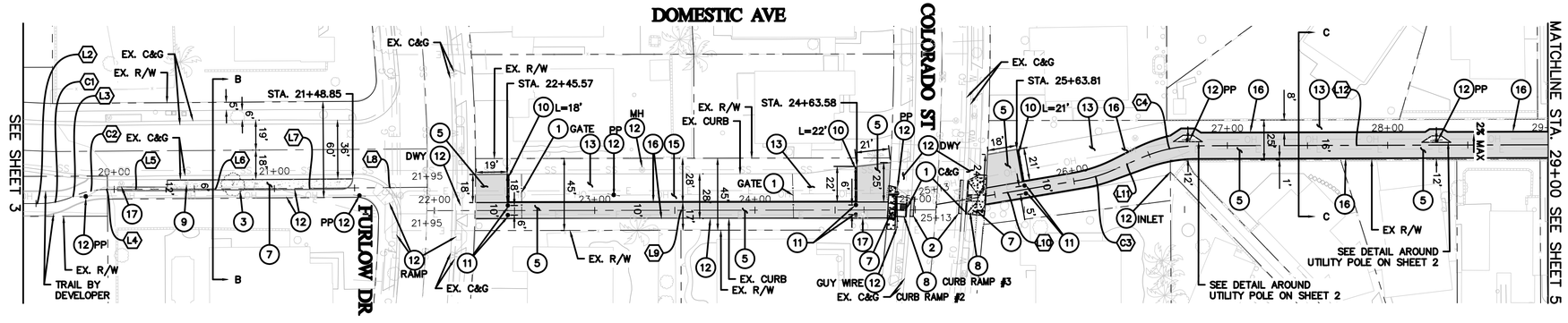
Designed by: KOA
Date: 6/2022
Checked by: GKD
Date: 7/2023
Drawn by: KOA
Date: 6/2022
Checked by: GKD
Date: 7/2023

Reviewed By: 10/23/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 10/23/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 3 of 9 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

MS - 2432





CONSTRUCTION NOTES

1. REMOVE EXISTING CONCRETE CURB, GUTTER, WALL, ROCKS, TREES, LANDSCAPE, FENCE, AC DIKE, DRIVEWAY AND CONCRETE, ETC. AS NEEDED FOR CONSTRUCTION AND AS SHOWN ON PLANS.
2. REMOVAL LIMIT. SAWCUT CONCRETE, ASPHALT, AND OTHER HARDSCAPE SURFACE AND REMOVE TO THE LIMITS SHOWN ON THIS PLAN. ALL REMOVALS SHALL BE DISPOSED OF BY THE CONTRACTOR, UNDER CLEARING AND GRUBBING.
3. REMOVE EXISTING SHRUBS, TREES, AND ROOTS. DIAMETER LESS THAN 36".
5. CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE
7. CONSTRUCT 4" PCC SIDEWALK OVER 95% COMPACTED NATIVE
8. CONSTRUCT PCC CURB RAMP PER SPPWC STD. PLAN 115-5 INCLUDING CURBS AND GUTTER, AC SLOT PATCH, RETAINING CURB, AND SIDEWALK, CASE AND TYPE PER PLANS AND DETAIL SHEET 2.
9. WATER VALVE/WATER METERS BOXES TO BE ADJUSTED AS SHOWN ON PLANS.
10. CONSTRUCT GATE PER SPPWC STD. PLAN 602-3, LENGTH AS SHOWN ON PLANS.
11. CONSTRUCT REMOVABLE BOLLARDS PER DETAIL SHEET 2.
12. PROTECT IN PLACE, ITEM PER PLANS.
13. CONSTRUCT NATIVE SELECTIVE SOIL AND COMPACT TO 90% GRADE TO MATCH SURROUNDING IMPROVEMENT.
15. PROTECT IN PLACE EXISTING DG TRAIL.
16. CONSTRUCT CONCRETE MOW CURB HEADER. 6" WIDE AND 12" DEEP.
17. ADJUST MANHOLE FRAME AND COVER TO GRADE.

LEGEND:

- CONSTRUCT P.C.C. PAVEMENT
- CONSTRUCT A.C. PAVEMENT
- INSTALL 3 RAIL PVC FENCE

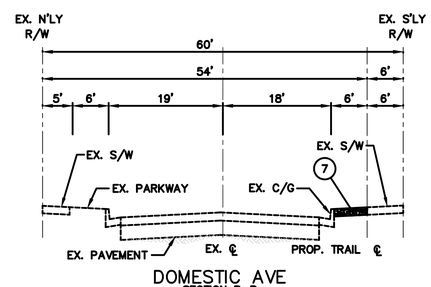
North

0 40 80

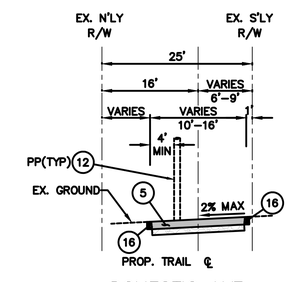
SCALE 1"=40'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L2	952.67'	N89° 50' 05.35"E
L3	4.44'	N68° 13' 03.29"E
L4	0.78'	S89° 59' 16.26"E
L5	35.49'	N89° 39' 21.26"E
L6	63.93'	N89° 43' 31.21"E
L7	53.59'	N89° 30' 37.16"E
L8	46.58'	N89° 30' 37.91"E
L9	317.57'	N89° 54' 50.34"E
L10	90.03'	N80° 23' 57.15"E
L11	20.29'	N66° 34' 19.34"E
L12	935.54'	N89° 50' 03.60"E

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	18.86'	50.00'	21° 37' 02"	9.55'
C2	19.01'	50.00'	21° 46' 57"	9.62'
C3	21.72'	90.00'	13° 49' 38"	10.91'
C4	36.54'	90.00'	23° 15' 46"	18.53'



DOMESTIC AVE
SECTION B-B
NOT TO SCALE



DOMESTIC AVE
SECTION C-C
NOT TO SCALE

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

ELEVATIONS SHOWN ARE BASED UPON THE CITY OF HIGHLAND BENCH MARK NO.0001.

ELEVATION – 1213.30 FEET (NAVD 88)

DESCRIPTION:
CHISELED BOX AT THE EAST END OF THE NORTHEAST CURB RETURN AT 5TH STREET AND CHURCH AVENUE

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER GERARD JOHN RIVERA NEPOMUCENO NO. C93200 CIVIL STATE OF CALIFORNIA

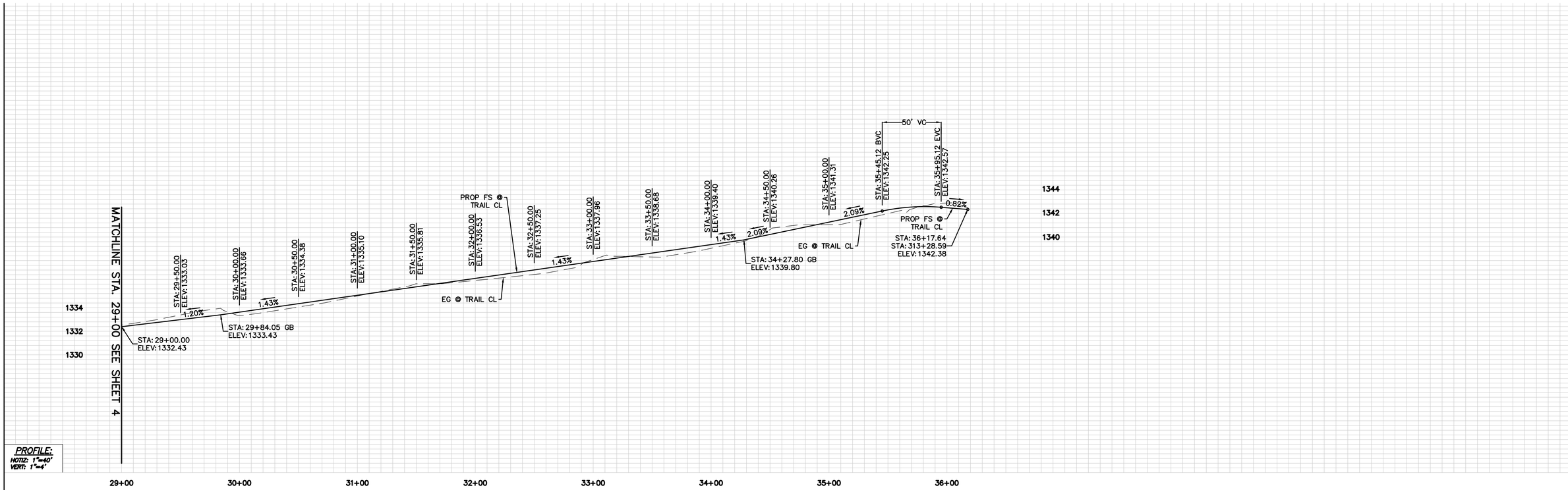
CITY OF REDLANDS
Municipal Utilities and Engineering Department

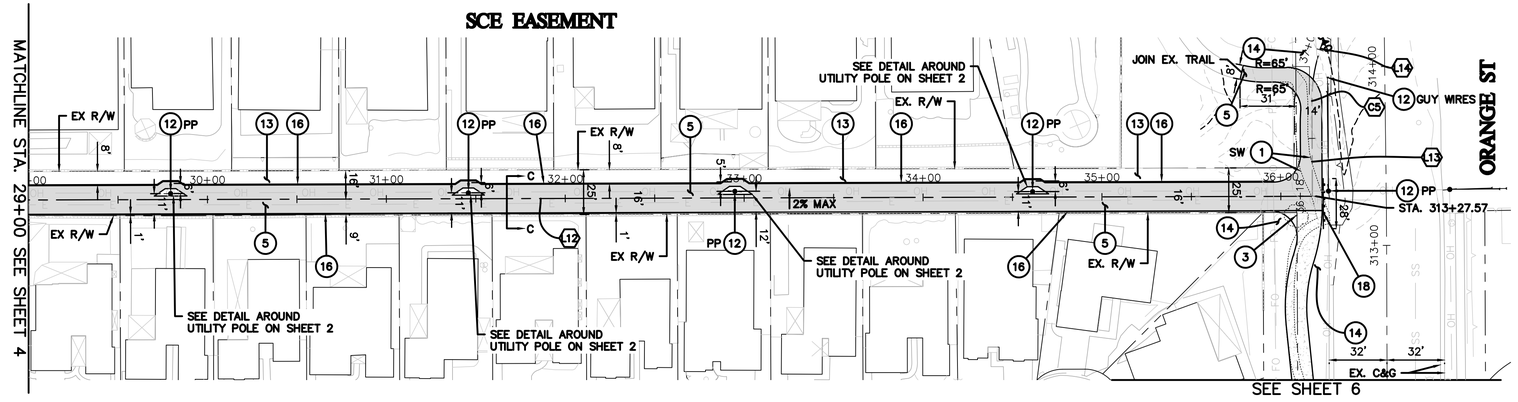
REDLANDS REGIONAL CONNECTOR (SOUTH) PROJECT
PROJECT No. CRP-5083(031)
TRAIL IMPROVEMENT PLAN

Designed by: KOA
Date: 6/2022
Checked by: GKD
Date: 7/2023
Drawn by: KOA
Date: 6/2022
Checked by: GKD
Date: 7/2023

Reviewed By: 10/23/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 10/23/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date
Sheet 4 of 9 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

MS - 2432





CONSTRUCTION NOTES

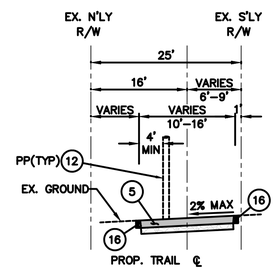
1. REMOVE EXISTING CONCRETE CURB, GUTTER, WALL, ROCKS, TREES, LANDSCAPE, FENCE, AC DIKE, DRIVEWAY AND CONCRETE, ETC. AS NEEDED FOR CONSTRUCTION AND AS SHOWN ON PLANS.
3. REMOVE EXISTING SHRUBS, TREES, AND ROOTS. DIAMETER LESS THAN 36".
5. CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE
12. PROTECT IN PLACE, ITEM PER PLANS.
13. CONSTRUCT NATIVE SELECTIVE SOIL AND COMPACT TO 90% GRADE TO MATCH SURROUNDING IMPROVEMENT.
14. GRADE TO MATCH LANDSCAPE AND IRRIGATION RESTORATION.
16. CONSTRUCT CONCRETE MOW CURB HEADER. 6" WIDE AND 12" DEEP.
18. INSTALL 3 RAIL PVC FENCE PER DETAIL ON SHEET 2, LENGTH AS SHOWN ON PLANS.

LEGEND:

- CONSTRUCT P.C.C. PAVEMENT
- CONSTRUCT A.C. PAVEMENT
- INSTALL 3 RAIL PVC FENCE

LINE TABLE		
LINE #	LENGTH	DIRECTION
L12	935.54'	N89° 50' 03.60"E
L13	53.16'	N00° 18' 23.04"W
L14	11.89'	N18° 45' 06.51"E

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C5	29.92'	90.00'	19° 02' 47"	15.10'



DOMESTIC AVE
SECTION C-C
NOT TO SCALE

North

0 40 80

SCALE 1"=40'

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

ELEVATIONS SHOWN ARE BASED UPON THE CITY OF HIGHLAND BENCH MARK NO.0001.

ELEVATION – 1213.30 FEET (NAVD 88)

DESCRIPTION:
CHISELED BOX AT THE EAST END OF THE NORTHEAST CURB RETURN AT 5TH STREET AND CHURCH AVENUE

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

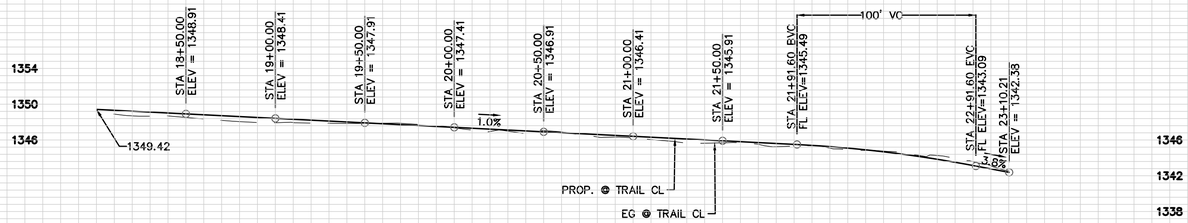
REDLANDS REGIONAL CONNECTOR (SOUTH) PROJECT
PROJECT No. CRP-5083(031)
TRAIL IMPROVEMENT PLAN

Designed by: KOA
Date: 6/2022
Checked by: GKD
Date: 7/2023
Drawn by: KOA
Date: 6/2022
Checked by: GKD
Date: 7/2023

Reviewed By: 10/23/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 10/23/2023
Gautam K. Dobey, City Engineer, R.C.E. 75646 Date

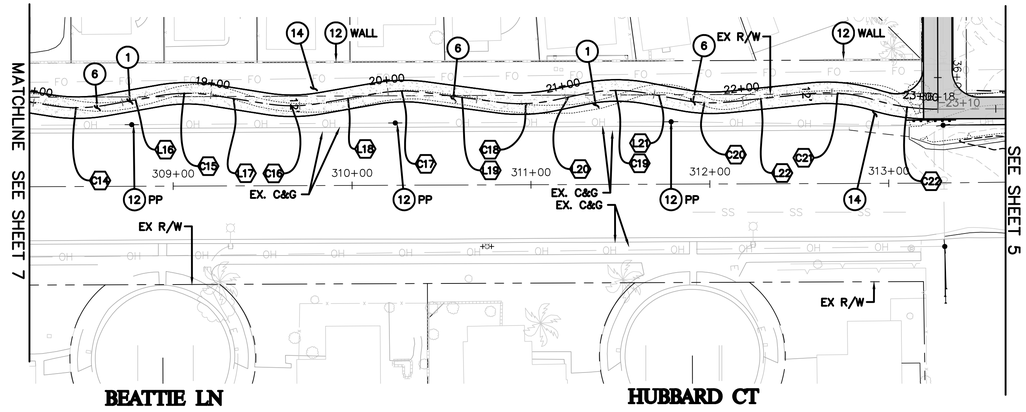
Sheet 5 of 9 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

MS - 2432



PROFILE:
HORIZ: 1"=40'
VERT: 1"=4'

18+00 19+00 20+00 21+00 22+00 23+00 24+00



LINE TABLE		
LINE #	LENGHT	DIRECTION
L15	30.76'	N08° 58' 03"E
L16	30.91'	N09° 57' 24"W
L17	30.75'	N08° 58' 03"E
L18	31.98'	N09° 57' 24"W
L19	41.30'	N07° 37' 58"E
L20	17.66'	N11° 47' 54"W
L21	19.75'	N10° 49' 12"E
L22	46.24'	N05° 49' 51"W

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C14	29.73'	90.00'	18° 55' 27"	15.00'
C15	29.73'	90.00'	18° 55' 27"	15.00'
C16	29.73'	90.00'	18° 55' 27"	15.00'
C17	27.63'	90.00'	17° 35' 22"	13.92'
C18	30.52'	90.00'	19° 25' 51"	15.41'
C19	35.53'	90.00'	22° 37' 06"	18.00'
C20	26.16'	90.00'	16° 39' 03"	13.17'
C21	35.84'	90.00'	22° 49' 10"	18.16'
C22	36.22'	120.00'	17° 17' 42"	18.25'

LEGEND:

- CONSTRUCT P.C.C. PAVEMENT
- CONSTRUCT A.C. PAVEMENT
- INSTALL 3 RAIL PVC FENCE

CONSTRUCTION NOTES

1. REMOVE EXISTING CONCRETE CURB, GUTTER, WALL, ROCKS, TREES, LANDSCAPE, FENCE, AC DIKE, DRIVEWAY AND CONCRETE, ETC. AS NEEDED FOR CONSTRUCTION AND AS SHOWN ON PLANS.
2. REMOVAL LIMIT. SAWCUT CONCRETE, ASPHALT, AND OTHER HARDSCAPE SURFACE AND REMOVE TO THE LIMITS SHOWN ON THIS PLAN. ALL REMOVALS SHALL BE DISPOSED OF BY THE CONTRACTOR, UNDER CLEARING AND GRUBBING.
6. REMOVE AND REPLACE 4" PCC OVER 95% COMPACTED NATIVE
12. PROTECT IN PLACE, ITEM PER PLANS.
14. GRADE TO MATCH LANDSCAPE AND IRRIGATION RESTORATION.

North
0 40 80
SCALE 1"=40'

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

ELEVATIONS SHOWN ARE BASED UPON THE CITY OF HIGHLAND BENCH MARK NO.0001.

ELEVATION – 1213.30 FEET (NAVD 88)

DESCRIPTION:
CHISELED BOX AT THE EAST END OF THE NORTHEAST CURB RETURN AT 5TH STREET AND CHURCH AVENUE

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

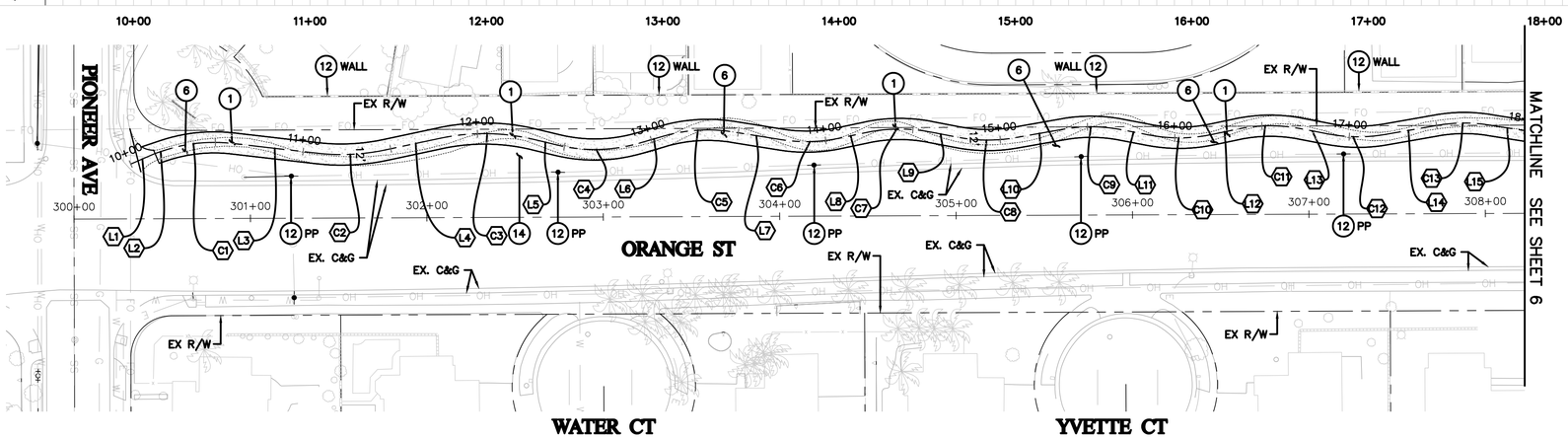
REDLANDS REGIONAL CONNECTOR (SOUTH) PROJECT
PROJECT No. CRP-5083(031)
TRAIL IMPROVEMENT PLAN

Designed by: KOA
Date: 6/2022
Checked by: GKD
Date: 7/2023
Drawn by: KOA
Date: 6/2022
Checked by: GKD
Date: 7/2023

Reviewed By: 10/23/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 10/23/2023
Goutam K. Dabey, City Engineer, R.C.E. 75646 Date
Sheet 6 of 9 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

MS - 2432

PROFILE:
HORIZ: 1"=40'
VERT: 1"=4'



LINE TABLE		
LINE #	LENGHT	DIRECTION
L1	15.00'	N23° 24' 33"W
L2	5.09'	N18° 35' 00"W
L3	48.34'	N06° 34' 43"E
L4	31.88'	N12° 01' 23"W
L5	13.67'	N13° 32' 48"E
L6	14.50'	N16° 09' 09"W
L7	27.76'	N09° 06' 57"E
L8	16.46'	N11° 47' 57"W
L9	16.41'	N10° 49' 12"E
L10	27.89'	N09° 57' 42"W
L11	16.40'	N10° 49' 34"E
L12	15.07'	N11° 47' 56"W
L13	16.43'	N10° 48' 52"E
L14	29.42'	N09° 57' 06"W
L15	30.76'	N08° 58' 03"E
L16	30.91'	N09° 57' 24"W

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	39.52'	90.00'	25° 09' 43"	20.09'
C2	38.96'	120.00'	18° 36' 06"	19.65'
C3	53.55'	120.00'	25° 34' 11"	27.23'
C4	46.65'	90.00'	29° 41' 57"	23.86'
C5	39.69'	90.00'	25° 16' 06"	20.17'
C6	32.85'	90.00'	20° 54' 54"	16.61'
C7	35.53'	90.00'	22° 37' 09"	18.00'
C8	32.64'	90.00'	20° 46' 55"	16.50'
C9	32.65'	90.00'	20° 47' 17"	16.51'
C10	35.54'	90.00'	22° 37' 30"	18.00'
C11	35.52'	90.00'	22° 36' 48"	17.99'
C12	32.62'	90.00'	20° 45' 58"	16.49'
C13	29.72'	90.00'	18° 55' 09"	15.00'

LEGEND:

- CONSTRUCT P.C.C. PAVEMENT
- CONSTRUCT A.C. PAVEMENT
- INSTALL 3 RAIL PVC FENCE

CONSTRUCTION NOTES

1. REMOVE EXISTING CONCRETE CURB, GUTTER, WALL, ROCKS, TREES, LANDSCAPE, FENCE, AC DIKE, DRIVEWAY AND CONCRETE, ETC. AS NEEDED FOR CONSTRUCTION AND AS SHOWN ON PLANS.
2. REMOVAL LIMIT. SAWCUT CONCRETE, ASPHALT, AND OTHER HARDSCAPE SURFACE AND REMOVE TO THE LIMITS SHOWN ON THIS PLAN. ALL REMOVALS SHALL BE DISPOSED OF BY THE CONTRACTOR, UNDER CLEARING AND GRUBBING.
5. CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE
6. REMOVE AND REPLACE 4" PCC OVER 95% COMPACTED NATIVE
12. PROTECT IN PLACE, ITEM PER PLANS.
14. GRADE TO MATCH LANDSCAPE AND IRRIGATION RESTORATION.

North

0 40 80

SCALE 1"=40'

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

ELEVATIONS SHOWN ARE BASED UPON THE CITY OF HIGHLAND BENCH MARK NO.0001.

ELEVATION – 1213.30 FEET (NAVD 88)

DESCRIPTION:
CHISELED BOX AT THE EAST END OF THE NORTHEAST CURB RETURN AT 5TH STREET AND CHURCH AVENUE

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

REDLANDS REGIONAL CONNECTOR (SOUTH) PROJECT
PROJECT No. CRP-5083(031)
TRAIL IMPROVEMENT PLAN

Designed by: KOA
Date: 6/2022
Checked by: GKD
Date: 7/2023
Drawn by: KOA
Date: 6/2022
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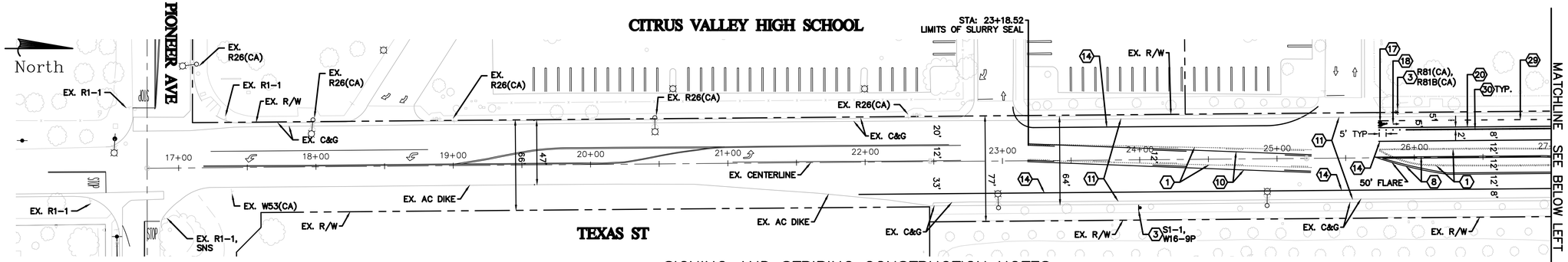
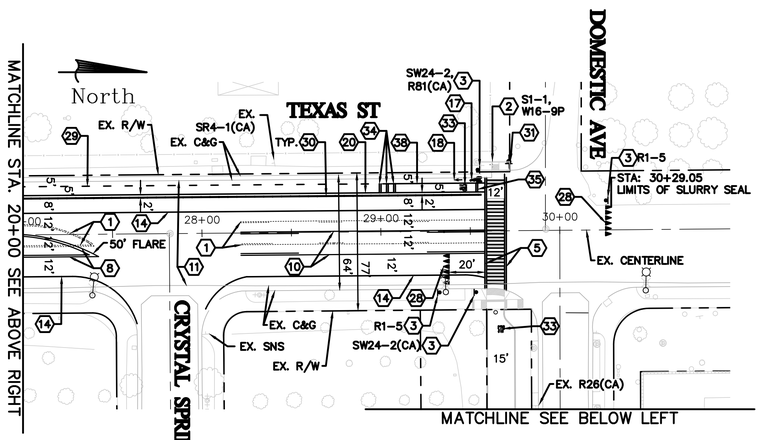
Reviewed By: 10/23/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 10/23/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 7 of 9 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

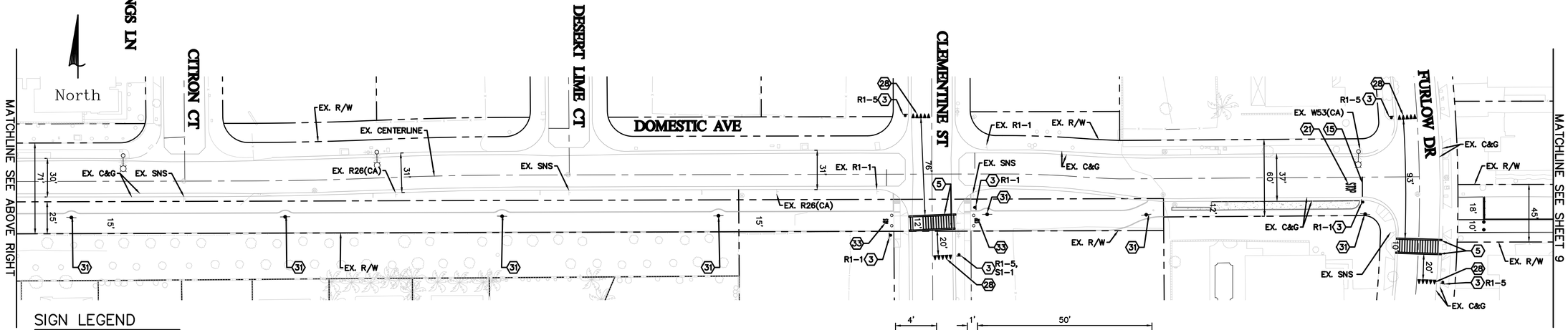
MS - 2432



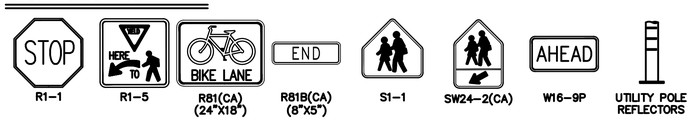


SIGNING AND STRIPING CONSTRUCTION NOTES:

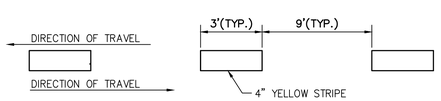
1. REMOVE CONFLICTING STRIPING/MARKING BY SANDBLASTING.
2. REMOVE AND SALVAGE EXISTING SIGN AND/OR POST TO THE CITY YARD IN A REUSABLE CONDITION.
3. INSTALL NEW ROADSIDE SIGN ON POST PER COUNTY OF SAN BERNARDINO STD. NO. 303.
4. APPLY WHITE 12" SOLID CROSSWALK PER CALTRANS STD. PLAN A24F.
5. APPLY YELLOW 24" SOLID LADDER CROSSWALK PER CALTRANS STD. PLAN A24F.
6. APPLY WHITE 24" SOLID LADDER CROSSWALK PER CALTRANS STD. PLAN A24F.
7. APPLY 4" DOUBLE YELLOW CENTERLINE PER CALTRANS STD. PLAN A20A, DETAIL 22.
8. APPLY 4" YELLOW MEDIAN ISLAND STRIPING PER CALTRANS STD. PLANS, PLAN NO. A20B, DETAIL 29.
9. APPLY 8" WHITE CHANNELIZING LINE PER CALTRANS STD. PLAN A20D, DETAIL 38.
10. APPLY TWO-WAY LEFT TURN LANE STRIPE PER CALTRANS STD PLAN A20B, DETAIL 32.
11. SLURRY SEAL EXISTING ROAD.
12. APPLY WHITE TYPE IV ARROW PER CALTRANS STD. PLAN A24A.
13. APPLY WHITE TYPE I ARROW PER CALTRANS STD. PLAN A24A.
14. APPLY WHITE RIGHT EDGELINE PER CALTRANS STD. PLAN A20B, DETAIL 27B.
15. APPLY WHITE 12" SOLID LIMIT LINE PER CALTRANS STD. PLAN A24E.
16. APPLY WHITE SHARED ROADWAY BICYCLE MARKING PER CALTRANS STD. PLAN A24C.
17. APPLY WHITE BIKE LANE SYMBOL WITH PERSON MARKING PER CALTRANS STD. PLAN A24C.
18. APPLY WHITE BIKE LANE ARROW PER CALTRANS STD. PLAN NO. A24A.
19. APPLY 6" WHITE DASHED BIKE LANE INTERSECTION LINE PER CALTRANS STD. PLAN A20D, DETAIL 39A.
20. APPLY 6" WHITE BIKE LANE LINE PER CALTRANS STD. PLAN A20D, DETAIL 39.
21. APPLY WHITE "STOP" PAVEMENT WORD MARKING PER CALTRANS STD. PLAN NO. A24D.
22. APPLY 4" DASHED WHITE LANE LINE EXTENSION THROUGH INTERSECTION PER CALTRANS STD. PLAN A20D, DETAIL 40.
23. APPLY WHITE "KEEP CLEAR" PAVEMENT WORD MARKING PER CALTRANS STD. PLAN NO. A24E.
24. APPLY YELLOW "SLOW SCHOOL XING" PAVEMENT WORD MARKING PER CALTRANS STD. PLAN NO. A24E.
25. INSTALL NEW ROADSIDE SIGN ON STREET LIGHT POLE.
26. RELOCATE EXISTING ROADSIDE SIGN AND POST.
27. APPLY 12" WHITE DIAGONAL STRIPES AS SHOWN.
28. PAINT WHITE YIELD LINE TRIANGLE MARKINGS PER CALTRANS STD. PLAN A24E.
29. APPLY 4" YELLOW BIKE CENTERLINE MARKING SEE DETAIL ON SHEET 2.
30. INSTALL CLASS 1 FLEXIBLE POST DELINEATORS PER CALTRANS STD. PLAN A73C.
31. INSTALL UTILITY POLE REFLECTOR ON POWER POLE.
32. RELOCATE SIGN.
33. APPLY WHITE MODIFIED "STOP" PAVEMENT WORD MARKING PER DETAIL ON SHEET 23.
34. APPLY TRAIL WARNING STRIP PER DETAIL ON SHEET 2.
35. APPLY YELLOW 12" SOLID LIMIT LINE PER CALTRANS STD. PLAN A24E.
36. APPLY 8" WHITE CHANNELIZING LINE PER CALTRANS STD. PLAN A20D, DETAIL 38A.
37. APPLY 4" WHITE DIAGONAL STRIPES AS SHOWN.
38. APPLY 4" SOLID YELLOW BIKE CENTERLINE MARKING.



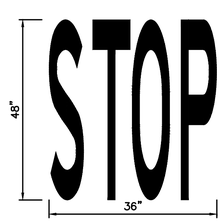
SIGN LEGEND



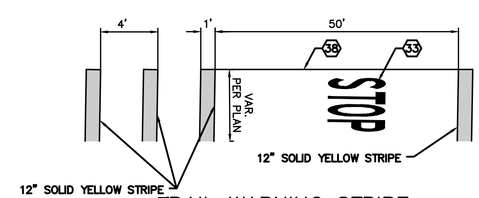
R1-1 | R1-5 | R81(CA) (24"X18") | R81B(CA) (8"X5") | S1-1 | SW24-2(CA) | W16-9P | UTILITY POLE REFLECTORS



CENTER LINE BIKE MARKING (NTS)



MODIFIED STOP PAVEMENT MARKING



TRAIL WARNING STRIPE (NTS)

0 40 80
SCALE 1"=40'

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

ELEVATIONS SHOWN ARE BASED UPON THE CITY OF HIGHLAND BENCH MARK NO.0001.

ELEVATION – 1213.30 FEET (NAVD 88)

DESCRIPTION:
CHISELED BOX AT THE EAST END OF THE NORTHEAST CURB RETURN AT 5TH STREET AND CHURCH AVENUE

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER GERARD JOHN RIVERA NEPOMUCENO NO. C93200 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

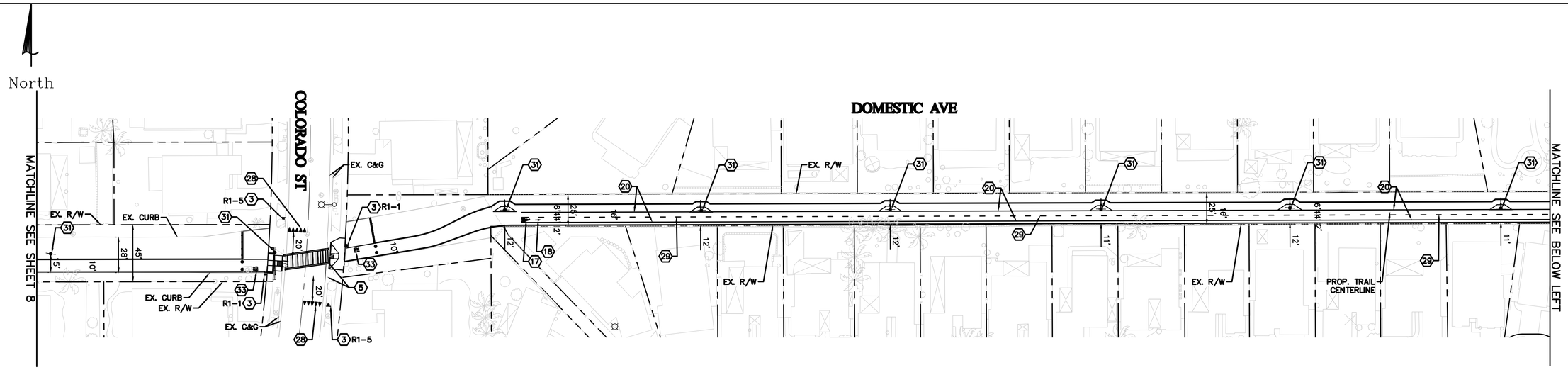
REDLANDS REGIONAL CONNECTOR (SOUTH) PROJECT
PROJECT No. CRP-5083(031)
SIGNING & STRIPING PLAN

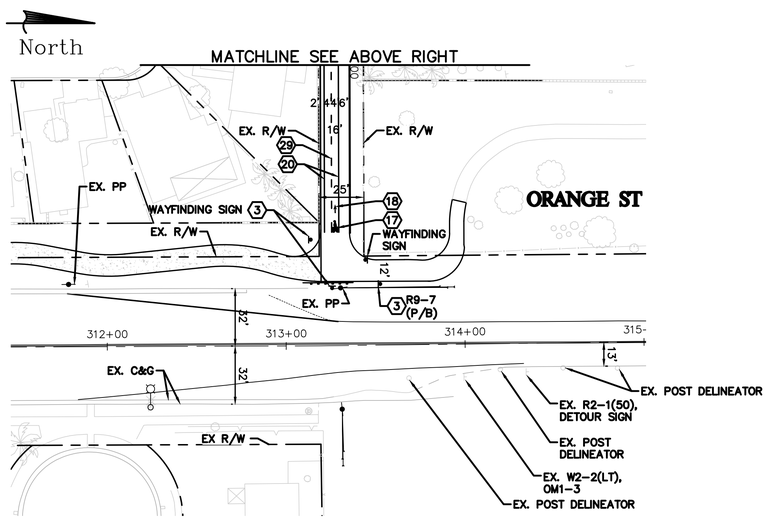
Designed by: KOA
Date: 6/2022
Checked by: GKD
Date: 7/2023
Drawn by: KOA
Date: 6/2022
Checked by: GKD
Date: 7/2023

Reviewed By: 10/23/2023
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 10/23/2023
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date
Sheet 8 of 9 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

MS - 2432

\\Mas\Engineering\Capital Projects\2400-2499 GENERAL CAPITAL IMPROVEMENT\CIP Cycle 2 – 47023\CRP\Design\CAD\Signing & Striping\CS-1-1.dwg | Plotted: 10/7/2024





SIGNING AND STRIPING CONSTRUCTION NOTES:

1. REMOVE CONFLICTING STRIPING/MARKING BY SANDBLASTING.
2. REMOVE AND SALVAGE EXISTING SIGN AND/OR POST TO THE CITY YARD IN A REUSABLE CONDITION.
3. INSTALL NEW ROADSIDE SIGN ON POST PER COUNTY OF SAN BERNARDINO STD. NO. 303.
4. APPLY WHITE 12" SOLID CROSSWALK PER CALTRANS STD. PLAN A24F.
5. APPLY YELLOW 24" SOLID LADDER CROSSWALK PER CALTRANS STD. PLAN A24F.
6. APPLY WHITE 24" SOLID LADDER CROSSWALK PER CALTRANS STD. PLAN A24F.
7. APPLY 4" DOUBLE YELLOW CENTERLINE PER CALTRANS STD. PLAN A20A, DETAIL 22.
8. APPLY 4" YELLOW MEDIAN ISLAND STRIPING PER CALTRANS STD. PLANS, PLAN NO. A20B, DETAIL 29.
9. APPLY 8" WHITE CHANNELIZING LINE PER CALTRANS STD. PLAN A20D, DETAIL 38.
10. APPLY TWO-WAY LEFT TURN LANE STRIPE PER CALTRANS STD PLAN A20B, DETAIL 32.
11. SLURRY SEAL EXISTING ROAD.
12. APPLY WHITE TYPE IV ARROW PER CALTRANS STD. PLAN A24A.
13. APPLY WHITE TYPE I ARROW PER CALTRANS STD. PLAN A24A.
14. APPLY WHITE RIGHT EDGELINE PER CALTRANS STD. PLAN A20B, DETAIL 27B.
15. APPLY WHITE 12" SOLID LIMIT LINE PER CALTRANS STD. PLAN A24E.
16. APPLY WHITE SHARED ROADWAY BICYCLE MARKING PER CALTRANS STD. PLAN A24C.
17. APPLY WHITE BIKE LANE SYMBOL WITH PERSON MARKING PER CALTRANS STD. PLAN A24C.
18. APPLY WHITE BIKE LANE ARROW PER CALTRANS STD. PLAN NO. A24A.
19. APPLY 6" WHITE DASHED BIKE LANE INTERSECTION LINE PER CALTRANS STD. PLAN A20D, DETAIL 39A.
20. APPLY 6" WHITE BIKE LANE LINE PER CALTRANS STD. PLAN A20D, DETAIL 39.
21. APPLY WHITE "STOP" PAVEMENT WORD MARKING PER CALTRANS STD. PLAN NO. A24D.
22. APPLY 4" DASHED WHITE LANE LINE EXTENSION THROUGH INTERSECTION PER CALTRANS STD. PLAN A20D, DETAIL 40.
23. APPLY WHITE "KEEP CLEAR" PAVEMENT WORD MARKING PER CALTRANS STD. PLAN NO. A24E.
24. APPLY YELLOW "SLOW SCHOOL XING" PAVEMENT WORD MARKING PER CALTRANS STD. PLAN NO. A24E.
25. INSTALL NEW ROADSIDE SIGN ON STREET LIGHT POLE.
26. RELOCATE EXISTING ROADSIDE SIGN AND POST.
27. APPLY 12" WHITE DIAGONAL STRIPES AS SHOWN.
28. PAINT WHITE YIELD LINE TRIANGLE MARKINGS PER CALTRANS STD. PLAN A24E.
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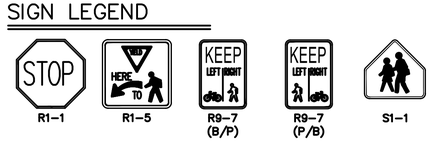

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REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

REDLANDS REGIONAL CONNECTOR (SOUTH) PROJECT
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Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 10/23/2023
Goutam K. Dabey, City Engineer, R.C.E. 75646 Date

Sheet 9 of 9 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

MS - 2432

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CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

Redlands Regional Connector (South) Project
Project No. CRP-5083(031)

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

October 2024

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

Redlands Regional Connector (South) Project
Project No. CRP-5083(031)

For use in conjunction with specifications entitled: "Standard Specifications for Public Works Construction (Greenbook)" 2021 Edition; "Standard Plans for Public Works Construction" 2021 Edition; Municipal Utilities and Engineering Department's Water Systems Standard Specifications and Sanitary Sewer System Standard Specifications, latest editions; and General Permit Conditions and Trench Specifications.

City Council:
Eddie Tejeda, Mayor
Paul T. Barich, Mayor Pro Tem
Denise Davis, Councilmember
Jenna Guzman-Lowery, Councilmember
Mario Saucedo, Councilmember

City Clerk:
Jeanne Donaldson, City Clerk

City Staff:
Charles M. Duggan Jr., City Manager

October 2024

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Redlands Regional Connector (South) Project

Project No. CRP-5083(031)

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NOTICE INVITING SEALED PROPOSALS (NIB)
For
Redlands Regional Connector (South) Project
Project No. CRP-5083(031)

NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands invites all and will receive sealed Proposals (Bids) at the office of the City Clerk, City of Redlands, 35 Cajon Street, Suite 4, Redlands, CA 92373, on **December 2, 2024**, up to the hour of **2:30 p.m.,** at which time they will be opened and publicly read. Bids shall be marked: **BID FOR: Redlands Regional Connector (South) Project, Project No. CRP-5083(031).**

The City Council of the City of Redlands reserves the right to reject any and all Bids, to waive any irregularity, and award contracts in the best interests of the City.

The City of Redlands utilizes PlanetBids, a web based bid management service to manage request for bids. PlanetBids does not charge a fee to access and view current project 'Request for Bids"; however, they require potential contractors, subcontractors and suppliers to provide contact information in order to download files, receive addendum notifications and to receive automatic updates or revisions to projects. PlanetBids can be accessed through the City of Redlands website at http://www.cityofredlands.org/RFP.

Proposals (Bids) shall be executed on the separately bound forms included within the "Bid Submittal Package" in accordance with the instructions contained therein.

Bid security, in the form of a cashier's check, a certified check made to the order of the City of Redlands, or a Bidder's Bond, and in an amount not less than ten percent (10%) of the amount of the Bid is required to be submitted with each Bid. Said check or bond shall be given as a guarantee that the bidder will enter into contract with the City of Redlands if awarded the work, and will be declared forfeited if the selected bidder fails to enter into contract within fourteen (14) days after Notice of Award.

The Bidder to whom award is made will be required to furnish a Labor and Material Bond and a Faithful Performance Bond each in an amount of 100% of the Bid amount, from surety company satisfactory to the City of Redlands.

Federal wage rates are applicable to this project. The successful bidder and sub-contractors shall pay the highest of either the State or Federal wage rates. The federal minimum wage rates are included within Appendix H.

There is a DBE goal for this project of 19%. DBEs are encouraged to participate. Prime contractors are encouraged to perform outreach and recruitment for DBEs. Proof of outreach is required.

Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at

the City of Redlands and shall be made available to any interested party upon request.

Pursuant to provisions of Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance of the work.

Pursuant to the provisions of Section 3300 of the California Public Contract Code, Bidders shall be licensed as "Class A" or "C8 " and provide their California State Contractor's License numbers to the City. In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All terms and conditions contained in the Contract Documents including the Instructions to Bidders shall become a part of the Contract. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of Bid Opening.

All questions related to this project shall be directed to Veronica Medina, Project Manager, at 909-798-7584 Ext 6. It shall be understood, however, that no specification interpretations will be made by telephone, nor will any products be considered for approval prior to award of the Contract. Changes, if any, will be made by addendum prior to opening of Bids.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA.

Jeanne Donaldson

Jeanne Donaldson, City Clerk,
City of Redlands
San Bernardino County, California

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BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
Redlands Regional Connector (South) Project
Project No. CRP-5083(031)

Bids to receive consideration shall be made in accordance with the following instructions:

1. PROPOSALS:

a. Bids shall be made upon the form of proposal furnished by the City. All Bids shall be properly executed with all items filled in; the signatures of all persons signing shall be in longhand. If the unit price and the total amount named by a Bidder for any item are not in agreement, the unit price shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the sum of the individual bid item's and the total amount named by a Bidder are not in agreement, the sum of the bid item's shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the total price written in words and the total price written in figures are not in agreement, then the total price written in words will be considered as representing the Bidder's intention, and the totals will be corrected by the Engineer to conform thereto.

b. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete Bids, erasures, or irregularities of any kind. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

c. Bids shall be accompanied by a cashier's or a certified check or Bidder's admitted corporate surety bond, in an amount not less than ten percent (10%) of the bid, made payable to the City of Redlands. Said check or bond shall be given as a guarantee that the Bidder will enter into a contract if awarded the work. In the case of refusal or failure to enter into said Contract, within fourteen (14) days after Notice of Award by the City in writing, the security shall be applied by the City to the difference between such bid and next lowest acceptable bid and surplus, if any, shall be returned to Bidder if cash or check is used, or to Surety if bid bond is used.

d. Before submitting a bid, Bidders shall carefully examine the Plans; read the Specifications; read all other Contract documents; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and include in the bid a sum to cover the cost of all items included in the Contract. No allowance will be made due to lack of examination or knowledge. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to character, quality and scope of work to be performed; the quantities of materials to be furnished; and as to the requirements of the Bid Proposal, plans and specifications.

e. Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

f. The bid must be submitted on or before the date and time specified in the Notice Inviting Sealed Proposals (Bids). The bid shall be submitted in a sealed envelope marked in the lower left corner as follows:

BID FOR: Redlands Regional Connector (South) Project, Project No. CRP-5083(031)

g. Bids will be opened and publicly read aloud at the time set in the Notice Inviting Sealed Proposals (Bids), in the Office of the City Clerk, Civic Center, 35 Cajon Street, Suite 4, Redlands, California.

2. AGREEMENT AND BONDS:

The form of Contract which the successful Bidder, as Contractor, will be required to execute is included in the Contract Documents (CD) of these specifications and should be carefully examined by the Bidder. The Agreement, admitted Corporate Surety Bonds and other documents to be executed by the Contractor shall be executed in original-duplicates stamped according to law, one of which original-duplicates shall be filed with the City Clerk of the City of Redlands. The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a faithful performance bond and a labor and material bond, each in an amount equal to one hundred percent (100%) of the Contract price. Said bonds shall provide that if the Contractor or their Subcontractor fails to pay for any materials, provision, provender or other supplies or items used in, upon, for or about the performance of the work contracted to be done, or for any work of labor thereon of any kind, or for amounts due under the Unemployment Insurance Act or Workman's Compensation, with respect to such work or labor, that the surety or sureties will pay for the same. The amount shall not exceed the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee to be fixed by the court. All bonds shall be secured from surety companies satisfactory to the City of Redlands and whose name is on file with the County Clerk of San Bernardino County, as an approved and financially sound surety company authorized to transact business in this state.

3. WITHDRAWAL OF BIDS:

a. Any Bidder may withdraw his Bid, only by written request, at any time prior to the scheduled time for Bid Opening.

b. No Bidder may withdraw his Bid for a period of sixty (60) days after the time of Bid Opening except as allowed by the California Public Contract Code.

4. INSURANCE AND HOLD HARMLESS REQUIREMENTS:

Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Insurance Requirements as follows:

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5. LICENSES AND PERMITS:

No bid will be accepted from a Contractor who is not licensed in accordance with the law under the provisions of Division III, Chapter 9 of the Business and Professions Code of the State of California.

The Contractor shall, at the time of bid opening, possess a valid "Class A" or "C8" Contractor's license, and provide its California State Contractor's License number to the City.

All subcontractors listed at the time of bid opening shall possess a valid Contractor's license for the work in which they are specified to complete within the Bid Submittal Package.

The Contractor shall, prior to Notice to Proceed, procure all other permits and licenses as stipulated in the GENERAL CONDITIONS.

In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015 or awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors shall submit proof of registration status with their bid submission to the City of Redlands. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. SUBSTITUTION OF SECURITIES:

In accordance with applicable provisions of State law, the Contractor will be permitted to substitute qualified securities in lieu of retention of withheld progress payments by the Owner.

7. SUBCONTRACTORS:

Pursuant to Section 4105 of the California Public Contract Code, the bidder may not circumvent the requirement to list subcontractors by the device of listing one subcontractor, who in turn sublets portions constituting a majority of the work covered by the contract.

A. Pursuant to California Government Code section 4106, subcontractors who will perform work or labor or render services in an amount in excess of one-half of one percent of the Contractor's total bid shall be set forth in a list of subcontractors within the bid documents. Such list shall be accompanied by an experienced statement with pertinent information regarding similar projects and other evidence of qualifications for each such subcontractor, supplier, individual, or entity if requested by City. If City or engineer, after doing an investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, City may, before the notice of award is given, request the apparent successful bidder to submit a substitute, without an increase in the bid.

B. If the apparent successful bidder declines to make any such substitution, City may award the contract to the next lowest bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities declining to make the request and substitutions will not constitute grounds for forfeiture of the bid security of any bidder. Any subcontractor, supplier, individual or entity so listed and against which City makes no written objection prior to the giving of the notice of award will be deemed acceptable by City subject to verification of such assessments after the effective date of the agreement as provided herein.

8. NON DEBARRED CONTRACTORS AND SUBCONTRACTORS

The Contractor and all of its subcontractors shall, at the time of bid opening and for performance of this public works contract, be non-debarred contractors and not be ineligible Contractors pursuant to Public Contract Code section 6109 and Labor Code sections 1777.1 and 1777.7.

9. LABOR LAW REQUIREMENTS

Prior to the start of construction, the Contractor and each subcontractor shall submit to the City an executed Checklist of Labor Law Requirements, included within Appendix A, certifying that each Contractor and Subcontractor will comply with the foregoing Labor Law requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

By submitting a bid, the prime contractor and subcontractors involved in this project assure that they intend to comply with the labor law requirements noted within Appendix A, fully understanding that failure to comply may subject them to penalties as noted.

10. BID PROTEST PROCEDURES

Any bid protest must be in writing and received by the City Clerk's Office at 35 Cajon Street, Suite 4, Redlands, CA 92373, before 5:00 p.m. no later than two working days following the bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

10.1 General. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section, a "working day" means a day that City is open for normal business, and excludes weekends and holidays as observed by the City.

10.2 Protest Contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

10.3 Copy to Protested Bidder. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending on the outcome of the protest.

10.4 Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by the City Clerk's Office before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone

number of the person representing the protested bidder if different from the protested bidder.

10.5 Copy of Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

10.6 Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

10.7 Right to Award. The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Contract notwithstanding any pending or continuing challenge to its determination.

PROPOSAL

TO: THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA herein called the "City".

Pursuant to and in compliance with your Notice Inviting Bids, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, and with the plans thereto, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, equipment and all utility and transportation services necessary to perform the contract, and complete in a workmanlike manner, all of the work covered by the contract in connection with the City's Project identified as

Redlands Regional Connector (South) Project
Project No. CRP-5083(031)

NOTE: Bidders must bid each item in this schedule. All entries in the entire PROPOSAL must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

BID SCHEDULE

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
1	Mobilization (Maximum 5% of Total Base Bid Price)	LUMP SUM	N/A	$_____
2	Construction Survey and Monumentation Restoration	LUMP SUM	N/A	$_____
3	Temporary Traffic and Pedestrian Control	LUMP SUM	N/A	$_____
4	Erosion Control	LUMP SUM	N/A	$_____
5	Clearing, Grubbing, and Removals	LUMP SUM	N/A	$_____
6	Install Reflective Delineator (Type E), per Caltrans Std. A73C on Sheet 2	36 EA	$_____/EA	$_____
7	Construct 2.5" AC over 4" Aggregate Base, Compact Top 6" to 95% Compaction	23,095 SF	$_____/SF	$_____

8	Slurry Seal (Type II)	20 ELT	$_____/ELT	$_____
9	Remove and Replace 4" PCC Trail Over 95% Compacted Naive	15,530 SF	$_____/SF	$_____
10	Construct 4" PCC Sidewalk Over 95% Compacted Subgrade	310 SF	$_____/SF	$_____
11	Construct PCC ADA Curb Ramp Including Curb and Gutter, AC Slot Patch, Retaining Curb, and Sidewalk, Case and Type as Shown on Plans	2 EA	$_____/EA	$_____
12	Construct PCC Mow Curb	2,400 LF	$_____/LF	$_____
13	Install 3 Rail PVC Fence Per Detail on Sheet 2	28 LF	$_____/LF	$_____
14	Adjust Water Valve/Water Meters Boxes to Grade	1 EA	$_____/EA	$_____
15	Adjust Manhole Frame and Cover to Grade	2 EA	$_____/EA	$_____
16	Construct Gate as Shown on Plans	3 EA	$_____/EA	$_____
17	Construct Removable Bollards	6 EA	$_____/EA	$_____
18	Restore Irrigation in Kind	LUMP SUM	N/A	$_____
19	Restore Landscape in Kind	LUMP SUM	N/A	$_____
20	Signing and Striping	LUMP SUM	N/A	$_____
21	Unforeseen work not covered within all other bid items	LUMP SUM	N/A	$ 67,734
22	Demobilization	LUMP SUM	N/A	$_____
			BID SCHEDULE PRICE	**$_____**

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

BID SCHEDULE TOTAL PRICE: $_____

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: _____

_____

_____

* Provision is made here for the Bidder to include an addition or deduction in its bid, if it wishes, to reflect any last-minute adjustments in prices. The addition or deduction, if made, will be proportionately applied to the Progress Payments total for the respective item in the Schedule of Prices, the amount being added or deducted for each monthly payment. The unit prices entered in the Schedule of Prices will not be affected.

LOW BID DETERMINATION:

The low bid will be determined pursuant to Public Contract Code Section 20103.8 as the lowest bid price on the Bid Schedule Total Price on page BD 12. A responsible bidder who submits the lowest bid as determined by the above method shall be awarded the contract, if it is awarded, by the City Council of the City of Redlands.

ADDENDA

Receipt of the following addenda is hereby acknowledged and the same is included in the Bid Price:

Addendum #1_____ (initials) Addendum #2_____ (initials) Addendum #3_____ (initials)

Addendum #4_____ (initials) Addendum #5_____ (initials) Addendum #6_____ (initials)

ATTEST: (if Corporation)

(Corporation Seal)

_____	_____
Company Name	Signature
_____	_____
Address	Name
_____	_____
City, State, Zip	Title

BID CERTIFICATION

The undersigned certifies that they are familiar with the various State and local laws affecting labor, length of working days, employer's liabilities, Sunday work, alien labor, domestic materials, Subcontractors, etc.

It is understood and agreed that the work under the contract will be commenced by the undersigned Bidder, if awarded the contract, within ten (10) calendar days from the date in the Notice to Proceed and will be completed by the Contractor in the time set forth in the **CONTRACT**.

Enclosed find Bidders bond or certified or cashier's check No. _____ on the _____ Bank, in the amount of _____ _____ which is not less than ten percent (10%) of the Bid submitted by the undersigned, made payable to the City of Redlands, California and which is given as a guarantee that the Bidder agrees that in case of their default in executing said contract with necessary bonds, the bond or check accompanying this Bid and the money made payable shall become and remain the property of the City of Redlands.

It is understood and agreed that the City of Redlands has the right to waive defects or irregularities and to accept or reject any or all Bids. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of the Bid Opening except as allowed by the California Public Contract Code.

The following information, required by State law under penalty of perjury, is true and correct. Failure to complete this information renders the bid non-responsive, and the bid must be rejected.

_____	_____
Company Name	Signature
_____	_____
Address	Signatory's Title
_____	_____
City, State, Zip	State License Number and Class
_____	_____
Telephone Number	License Expiration Date

Dated this _____ day of _____, 20___.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Redlands, hereinafter called City, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the Project No. CRP-5083(031).

NOW, THEREFORE, if said Principal is awarded a contract by said City and, within the time and in the manner required under the heading "Instructions to Bidders" bound with said Specifications, enters into a written contract on the form of agreement bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials; then this obligations shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and Judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____.

_____**(SEAL)**
(Principal)

By:_____
(Signature)

_____**(SEAL)**
(Surety)

By:_____
(Signature)

Address:_____

_____

Telephone (___)_____

(Seal and Notarial Acknowledgment of Surety)

STATEMENT BY BIDDER
NON-COLLUSION AFFIDAVIT

STATE OF)
) ss
COUNTY OF)

_____, being first duly sworn, deposes and says that

he is
(Sole Owner, a Partner, President, Secretary, etc.)

of
(Contractor)

the party making the foregoing bid on Project No. CRP-5083(031) that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or of any other Bidder or to fix any overhead, profit, or cost element of the bid price or of that of another bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that the Bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By: _____ Title: _____

Subscribed and sworn to before me this _____ day of _____, 20___.

Signature of Officer Administering Oath
(Notary Public)

STATEMENT BY BIDDER
OFFICERS OF CORPORATION (Members of Firm)

The names of all persons interested in the foregoing proposals as principals, are as follows: (IMPORTANT NOTICE - if Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full).

_____ _____

_____ _____

_____ _____

Licensed in accordance with an act providing for the Registration of Contractors, License

No. _____.

Signature of Bidder _____ Dated_____

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer(s) authorized to sign contracts on behalf of the corporation; if Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership, and if the Bidder is an individual, that signature shall be placed above.

STATEMENT BY BIDDER
SUB-CONTRACTORS LIST

Bidder supplies the following information for any Subcontractor who will perform work or labor or render services to the prime contractor, etc. to be used on Project No. CRP-5083(031), all in accordance with Section 4104 of the California Public Contract Code.

LICENSED SUBCONTRACTOR'S NAME AND BUSINESS ADDRESS	LICENSE #	SPECIFIC DESCRIPTION OF SUBCONTRACT & BID ITEM #	% OF BID ITEM TO BE PERFORMED

STATEMENT BY BIDDER
QUALIFICATION AND EXPERIENCE STATEMENT

The following outline is a record of the undersigned Bidder's experience in construction of three (3) projects of a type similar in magnitude and character to that contemplated under Project No. CRP-5083(031) within the past two years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Redlands.

1. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

2. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

3. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

STATEMENT BY BIDDER
GENERAL INFORMATION

1. Bidder's Mailing Address. _____

   _____

2. Number of years engaged in the contracting business under your present firm or trade name:

   _____

3. Have you ever failed to complete any work awarded to you? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

4. Have you ever defaulted on a contract? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

5. Have you ever been a party to a lawsuit or gone to arbitration during the last 5 years? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

6. Has any Stop Notice been filed against you during the last 5 years? (Yes or No) ___. If yes, provide details in the space provided in Item 10.

7. Has your contractor's license ever been suspended, revoked, or subject to disciplinary action? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

8. Contracts currently on hand:

Agency Name	Amount of Contract	Start Date	Completion Date

9. Enter the name of person(s) who inspected the site of the proposed work for your firm and the date of said site inspection.

   Name:_____ Date:_____

10. In the space provided, the Bidder shall provide details concerning any "Yes" answers provided in this "General Information" section. Details shall include, but not be limited to, the nature of dispute, name of the agency involved and the final outcome. If requested by the City, the Bidder shall supply additional information, sufficiently detailed, to permit evaluation of the Bidder's ability to perform the work.

Question Number	Details

CONTRACT DOCUMENTS
(CD)

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PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this ___ day of _____, 2024, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and _____ (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: **Redlands Regional Connector (South) Project**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **Redlands Regional Connector (South) Project, Federal Project No. CRP-5083(031)** (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of _____ dollars ($_____) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within Fifty (50) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of Five Hundred dollars/cents ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that Five Hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public

Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
Redlands Regional Connector (South) Project
Federal Project No. CRP-5083(031)

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Dated this _____ day of _____, 2024.

_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement dated _____, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Redlands Regional Connector (South) Project and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of _____ dollars ($_____) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the

amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2024.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated _____, 2024, and identified as Redlands Regional Connector (South) Project, Federal Project No. CRP-5083(031) is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commending the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of _____ dollars ($_____) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2024.

(SEAL)

_____

(Contractor)

_____

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____

(Surety)

BY: _____

(Signature)

Address:_____

_____

Telephone: ( )_____

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GENERAL CONDITIONS
(GC)

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GENERAL CONDITIONS

The Standard Specifications for Public Works Constructions, 2021 Edition (Greenbook), together with supplements as published by Building News, Inc., are modified herein and comprise the Standard Specifications. For convenience, the section and subsection numbering system used in these modifications correspond to those used in the Greenbook. Unless specifically deleted or modified herein, all requirements of the Greenbook shall prevail.

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Agency - *Amend as follows:*
"The legal entity (City) for which the Work is being performed."

Bidder - *Amend as follows:*
"Any individual, firm, partnership, corporation, or combination thereof, licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code, submitting a Bid for the Work, acting directly or through a duly authorized representative."

City. The City of Redlands, San Bernardino County, California, being the legal entity for which the Work is being performed. Also referred to as Agency or Owner.

City Council. The City Council of the City of Redlands, San Bernardino County, California, being the body authorizing entrance into legal agreements and allowing work in public right-of-way or on public property controlled by the City of Redlands. Also referred to as Board.

Engineer - *Amend as follows:*
"The City Engineer of the Agency, or other person designated by the City Engineer, acting either directly or through authorized agents."

Fabricated. An item specifically assembled or made out of selected materials to meet individual design requirements.

Guarantee. See Warranty.

Laboratory. The designated laboratory authorized by the City of Redlands to test materials and work involved in the Contract.

Manufactured. A standard mass-produced unit or item meeting design requirements.

Owner. The City of Redlands, San Bernardino County, California.

Pavement. The uppermost layer of material placed on the traveled way or shoulder. Also referred to as surfacing.

Rain Day. A scheduled working day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to adverse weather-related conditions that cause the Contractor to dismiss the crew.

Street - *Delete and replace with the following:*
"Any road, highway, parkway, freeway, avenue, street, lane, alley, crossing, intersection, court, place, circle, walk, way, or any public right-of-way within the jurisdiction of the Agency."

Surety - *Delete and replace with the following:*
"An admitted corporate surety as listed by the United States Department of Treasury and duly licensed to conduct business in the State of California and County of San Bernardino and acceptable to the City of Redlands, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred."

Warranty. An extended insurance by the Contractor, of any product or item of work installed as a part of this project for replacement and/or repair for the time period specified, including but not limited to, all parts, labor, materials, tools, equipment costs, etc. necessary for the product or item of work to be in proper and acceptable working condition after completion of the project. For the purposes of this Contract, the period of coverage shall begin on the date of the Notice of Completion filed by the Owner.

Working Hours. Unless specified otherwise, working hours shall be from 7:00 AM to 4:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays, as shown on the current year Construction Schedule, are excluded unless authorized by the City.

1-7.2 CONTRACT BONDS. - *Add the following sentence to paragraph 1:*
The warranty provisions set forth in Section 7-18 shall be secured by the Contract Performance Bond required under this section and said Bond shall remain in full force and effect for a period of one year from the date of completion as specified in the Notice of Completion.

SECTION 2 - SCOPE OF THE WORK

2-2 PERMITS. - *Amend the following:*

Amend the first sentence of paragraph 1 as follows:
"The Contractor will obtain all permits necessary to perform the work in streets, highways, railways or other rights-of-way."

Add the following sentence between the first and second sentences of paragraph 1:
For all work within Caltrans right-of-way, the Contractor shall obtain their own Caltrans Encroachment Permit and pay all necessary permit and inspection fees as required by Caltrans.

Add the following paragraph:
The Contractor shall, prior to the start of work, procure all permits and licenses, including but not limited to, a City Business License for itself, subcontractors, and all parties performing actions associated with this contract within the City of Redlands, City Truck Route Permit, City Street/Lane Closure Permit, City Encroachment Permit, USA Verification Number, DOSH Excavation Permit, other permits required by agencies and/or utilities having jurisdiction on the work, pay all charges and fees required by the City, other agencies and utilities, and give all notices necessary and incidental to the due and lawful prosecution of the work. All City permits associated with this project are no fee to the Contractor.

SECTION 3 - CONTROL OF THE WORK

3-7 CONTRACT DOCUMENTS.

3-7.1 General. – *Add the following paragraphs:*
Contractor's working drawings or plans for any structure not included in the plans shall be approved by the Engineer before any work is performed. It is mutually agreed that approval by the Engineer of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of their working plans with the approved plans and specifications.

Finished surfaces in all cases shall conform with the lines, grades, cross sections, and dimensions shown on the approved plans. Deviations from the approved plans will be determined by the Engineer and approved in writing. In the event of a discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

Should it appear that the work to be done or any matter thereto is not sufficiently detailed or explained by the plans and specification, the Contractor shall apply to the Engineer for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the Contract so far as may be consistent with the intent of the original plans and specifications.

3-7.1.1 Preconstruction Meeting. The Contractor to whom the contract is awarded, and all his major subcontractors, shall attend a pre-construction meeting. The time and location of said meeting will be set by the City. Contractor will be given adequate notice of such meeting. It shall be the Contractor's responsibility to notify his subcontractors of the time and location of the meeting. All submittals as required under the General Requirements shall be submitted by the Contractor at the time of the meeting.

The Contractor will be provided with an electronic (.PDF file) of the conformed plans and specifications for their use throughout the project. Contractor is responsible for all costs of reproduction.

Progress meetings will be scheduled by the City. The Contractor will be given at least five working days notice of the time and location of said meetings. The Contractor has the responsibility of notifying his subcontractors, suppliers, and fabricators of the time and location

of said meetings. Meetings will be held either at the job site, at the offices of the City of Redlands, or at any other location approved by the City. The Contractor may request, in writing, that a meeting be held. The City will schedule a meeting at the Contractor's request not more than five working days after receiving said written notice.

3-7.2 Precedence of Contract Documents. – *Replace paragraph 2 with the following:*
The precedence shall be (A. being highest, O. being lowest):

A. Permits from other Agencies as may be required by law.
B. Change Orders.
C. Contract.
D. Addenda.
E. Bid Schedule/Proposal.
F. General Requirements.
G. Technical Specifications.
H. Plans.
I. MUED General Permit Conditions and Trench Specifications.
J. City of Redlands Water & Sewer Systems Standard Specifications.
K. General Conditions.
L. City of Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements and all Supplements
M. Standard Specifications for Public Works Construction (SSPWC), 2018 Edition
N. Standard Plans for Public Works Construction, 2012 Edition
O. Reference Specifications.

3-8.7 Record Drawings. The Contractor shall maintain at the job site, a set of record drawings for the work showing: exact location information of all existing underground utilities encountered, final locations determined in the field, any deviations from the plans and specifications and new work performed within the work area; and all differences between the work as drawn and as installed for all concealed work as well as work added which is not shown on the drawings. Concealed work shall mean all work installed underground or in an area which cannot be readily inspected by use of access panels, inspection plates or other removable features. When vacuum excavation (potholing) services are required, contractor to provide report that identifies depth and alignment of underground utilities.

These record drawings shall be kept current and legible, and shall be available for inspection at all times by the Engineer, Architect and Contractor. All information, changes in the work or work added on these record drawings shall be marked in red. All markings shall use the same legends that are used on the drawings. Indicate locations by exact dimensions and elevations. Give dimensions and elevations from a permanent reference point and prepare all changes to scale.

At the end of construction, the contractor shall prepare one set of marked-up prints of the record drawings indicating any and all revisions and changes to the drawings reflecting As-Built conditions. The drawings shall also contain a listing of all subcontractors who worked on the construction project. The As-Built drawings will be submitted to the Municipal Utilities and Engineering Department for review and approval by the City Inspector and Engineer.

The design engineer or City staff shall prepare the final As-Built drawings for record purposes in one of the following two ways: (1) Check out the original drawings from the City and manually revise the drawings to reflect the As-Built condition; or (2) Re-plot the original drawings electronically on 4 mil mylars and make revisions electronically to reflect the As-Built conditions. The final As-Built drawings will be reviewed and approved by the City Inspector and Engineer

The construction related bonds will not be released by the City until the As-Built drawings are accepted by the Engineer and all City stipulated conditions for the release of the bonds have been satisfied.

3-10 SURVEYING.

3-10.3 Line and Grade. - *Add the following sentences to paragraph 1:*
All distances and measurements shown are and will be made in a horizontal plane. Construction line and grade staking shall be set at maximum intervals of 25 feet when the grade is 0.50 percent or greater. Construction line and grade staking shall be set at maximum intervals of 12 feet when the grade is less than 0.50 percent.

3-10.4 Permanent Survey Markers.
The Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Profession Code shall be hired as a subcontractor or employed by the Contractor.

3-10.5 Survey Service.
Contractor shall be responsible for: furnishing all surveying and staking, horizontal and vertical, as shown on the plans and in accordance with the specifications; furnishing all staking for sub-grade and base course grades per typical sections; replacing any existing monuments and ties which have been destroyed by construction; identifying, locating and tying out all monuments and ties necessary within the work area; and shall reinstall all disturbed monuments and ties, supplying the Engineer with copies of monument and tie sheets recorded with the County Surveyor in accordance with applicable State law. Monuments shall be approved by the Engineer.

Surveying and staking shall be done by a Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Professions Code.

Unless otherwise specified, stakes will be set and stationed by the Contractor's surveyor for curbs, headers, sewers, storm drains, structures, rough grade and all other staking necessary for the construction of the work. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet to be supplied to the Engineer. The Contractor shall dig all holes necessary for line and grade stakes.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.2 Acceptance. - *Add the following paragraphs:*

The Contractor shall submit written assertion that the work has been completed prior to the Engineer making final inspection. The Engineer will have 48 hours to inspect the work. If the Engineer determines that the work is not complete, written notice will be given.

Until final acceptance of work by the Engineer, the Contractor shall have charge and care thereof from damage caused by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damage to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

All work which has been rejected shall be remedied or removed and replaced by the Contractor at their expense with work conforming to the plans and specifications. Any defective material or workmanship which may be discovered before final acceptance or within one year from the date of final acceptance shall be immediately corrected by the Contractor at their expense, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver a complete, operational project that complies in all details with these specifications, at the time of final acceptance.

Any omission or failure on the part of the City to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed as acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The City will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the City is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

Nothing in this section shall be construed to limit the rights of the City to immediately correct conditions which are unsafe or which pose a public health nuisance. Should said corrections later be found to be caused by defective material and/or workmanship, the Contractor and their surety shall reimburse the City for costs reasonably incurred while attending the situation.

In the event it is necessary for the City to file suit to enforce any liability of the Contractor pursuant to this Section, the City shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees including reasonable attorneys' fees incurred by the City in successfully enforcing the Contractor's obligation, all to be taxed as costs and included in any judgment rendered.

3-13.3 Warranty. - *Amend the following:*

Amend the first sentence of the paragraph 3:
"The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence from the date of the final acceptance, except where longer warranty periods are specified."

Add the following paragraphs:
All start-up and testing shall be complete, approved and accepted before final acceptance, substantial completion, or beneficial occupancy.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the specifications or by law. The remedies provided herein shall not be exclusive and the City shall be entitled to any and all remedies provided by law.

3-14 INSPECTION.

The Contractor shall notify the Engineer at least 24 hours in advance before inspection is required. Whenever the Contractor varies the period during which work is carried on each day, due notice shall be given to the Engineer so that proper inspection may be provided. Varied working hours may be allowed only upon written authorization from the Engineer.

Work financed in whole or in part with funds from another public entity or performed within the jurisdiction of another public entity shall be subject to inspection at all times by authorized representatives of that entity.

The work shall be ready for inspection, whether by City, other public entities or independent testing laboratories, at the scheduled times arranged by the Contractor. If, in the City's sole judgment, the work is not ready and the inspection must be rescheduled, the Contractor shall be notified. The Contractor shall reschedule the inspection and provide the proper 24 hour notification for the rescheduled inspection. Any costs incurred by the City for rescheduled inspections shall be reimbursed prior to the release of Bonds.

In order to allow for inspection, the Contractor shall notify the City's inspector sufficiently in advance of the permanent concealment of any materials or work. The City's inspector shall make the appropriate notifications to other public entities and independent testing laboratories for inspections. All inspections required in the specifications for this project shall be coordinated through the City's inspector.

If any work is concealed or performed without the prior notice specified, the work shall be subject to such tests or exposure as may be necessary to prove to the City, Architect and Engineer, that the materials used and the work performed are in conformity with the drawings and specifications. All labor, tools, materials and equipment necessary for exposing and testing shall be furnished by the Contractor at their expense. The Contractor shall replace at their expense, any materials or work damaged by exposure or testing.

Overtime inspection may be requested by the Contractor. Overtime inspection includes but is not limited to, any hours worked outside of the inspector's normal working hours including weekends and holidays. Such requests shall be on a case-by-case basis as determined by the Engineer. If the Engineer so determines and approves, overtime inspection shall be paid for by the Contractor at the current City billing rate at the time of request or as billed by other public entities or independent testing laboratories. Any costs incurred by the City for overtime inspection shall be reimbursed prior to the release of Bonds.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL. - *Delete and replace with the following:*

Should any work performed or material furnished under the Contract prove defective or not in accordance with the Plans and Specifications and in the opinion of the Engineer such defect is not of sufficient magnitude or importance to make the work dangerous or unusable, or if the removal of such work is impracticable or will create dangerous or undesirable conditions, the Engineer at his discretion shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefore in the payment due the Contractor as may be just and reasonable.

4-1.1 Warranty of Title. No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials supplied and equipment installed and incorporated in the work and agrees, upon completion of all work, to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Owner.

4-1.2 Clayton Act. In submitting a bid to the City, if the bid is accepted the Contractor agrees it will assign to the City all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 [commencing with Section 16700] of Part 2 Division 7 of the Business and Professionals Code), arising from purchases of goods, materials, or services by the Bidder for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

4-1.3 General. – *Add the following paragraph:*
The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Agency may examine the records and reports of tests the Contractor performs if they are available at the job site. Schedule work to allow time for QAP.

4-2 BUY AMERICA REQUIREMENTS. Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];

2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITES

5-1.1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

A noise level limit of 86 dbA at a distance of 15 m (50 feet) shall apply to all construction equipment on or related to the work whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.

5-1.2 General.
The enclosed toilets required by this section shall be located within an approved yard, if one is acquired by the Contractor. If a yard is not acquired by the Contractor or the project is not within a City owned property, the toilets must be installed on a trailer and removed from the jobsite each day. At no times shall toilets be stored within the public right of way outside of working hours.

5-3 LABOR. - *Amend the following:*

5-3.1 General. - *Add the following paragraphs:*
Employment of apprentices are required on projects of $30,000 or more. Provisions in Sections 1777.5 of the California Labor Code fixes responsibility of compliance with that section for all apprenticeable occupations with the Contractor. Section 1777.5 provides that the Contractor and every Subcontractor shall submit contract award information to the applicable joint apprenticeship committee. One apprentice hour for every five journeymen hours worked is the minimum State requirement applicable to each apprenticeable trade. Section 1777.7 of said Labor Code provides that the Contractor shall forfeit as a civil penalty the sum of one hundred dollars ($100.00) for each calendar day of noncompliance with provision of said Section 1777.5.

The Contractor will observe all applicable health and safety requirements, including, but not limited to the California and Federal Occupational Safety and Health Acts. The Contractor shall submit for review by the City a Site Specific Health and Safety Plan prior to the commencement of construction activities. This Plan shall meet or exceed the requirements of 29 CFR 1910.120.

5-3.2 Prevailing Wages. - *Add the following paragraphs:*
Contractors are hereby notified that pursuant to Section 1770 of the Labor Code of the State of California, the City Council of the City of Redlands, California, by Resolution No. 2326, has

ascertained the general prevailing rate of hourly wages and rates for legal holidays and overtime work in the locality where this work is to be performed, for each craft or type of workman or mechanic needed to execute the Contract which will be awarded to the successful Bidder. The Contractor shall comply with Sections 1770 to 1780 inclusive of the Labor Code and Master Labor Agreement of Southern California.

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this Contract in full less legally required deductions and also deductions made pursuant to the regulations prescribed under the so-called "Kick- Back Statute" (48 Sta. 948; U.S.C. 875; 40 U.S.C. 276c).

In accordance with Section 1775 of the California Labor code, Contractor shall forfeit to City, as a penalty, a minimum of $40 for each day, or portion thereof, and a maximum of $200 for each day, or portion thereof, for each worker paid, either by Contractor, or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.

Contractor further agrees to fully comply with all applicable provisions of the California Labor Code including but not limited to Sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Failure to abide by prevailing wages and laws by Contractor will be enforced.

The Contractor or subcontractor shall, as a penalty, to the State or political subdivision on whose behalf the contract is made or awarded forfeit twenty-five ($25) dollars for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any calendar work in violation of Labor Code section 1813.

5-3.3 Payroll Records. – *Delete and replace with the following*:
The contractor and subcontractors shall submit electronic certified payroll on a weekly basis to the City of Redlands through LCPtracker. LCPtracker is a web-based labor compliance management system. The Prime Contractor and Subcontractors and lower-tier Subcontractors will receive an email from LCPtracker providing their log-on identification and temporary password. The Contractors will need to follow the instructions in the email to set-up their permanent password and activate their account. Once their account is setup, LCPtracker Inc. provides either computer based or web based training. Training can be accessed via the "Book Now" button located under the "Projects" tab. The prime contractor shall submit their certified payroll, along with any subcontractor who is performing any labor, on a weekly basis. The prime contractor is responsible for all communication with their subcontractors and shall submit their subcontractor's certified payroll as part of their weekly payroll packet. All labor compliance correspondence and submissions will be made through the LCPtracker software.

All certified payroll shall be submitted no later than 7 days from the close of the pay period. The payroll records shall set out accurately and completely the name, social security number, classification and hourly wage rate of each employee, hours worked by employee during the payroll period and a full weekly wages and the actual weekly wages paid to the employee. Such certified payroll records shall be made available at all time for inspection by the City, the Department of

Industrial Relations, the Department of Labor or authorized representatives within ten days of request. The contractor and subcontractor shall preserve weekly payroll records for a period of three (3) years from the date of completion of the Contract. In case on noncompliance with said Section 1776 and after a ten-day period following receipt of written notice, the Contractor shall forfeit to the California Department of Industrial Relations one hundred dollars ($100.00) for each calendar day or portion thereof, for each worker in non-compliance, until compliance is effectuated.

In order to meet labor compliance requirements, all contractors will be required to complete eDocuments which are accessed, submitted and approved through LCPtracker. All eDocuments are required to be signed by an owner/officer or authorized signer. The Prime Contractor and each Subcontractor and every lower-tier Subcontractor and any Vendors subject to this provision shall comply with Title 8, Section 16404 of the California Code of Regulations.

A Fringe Benefit Statement shall be submitted with the first payroll and is required for both the prime contractor and any subcontractors. A new Fringe Benefit Statement will be required when general determinations are issued in February and August. Please refer to the DIR website for additional details. Any weeks where no work was performed must be represented by the submittal of a Statement of Non-Performance covering the 7 day pay period where no hours were worked on the site. Final payroll on the project should state "Final" on the certified payroll, and must be marked as such in the LCPtracker system.

Failure by the Contractor to comply with the aforementioned requirements shall result in withheld progress payments until such time certified payroll documents have been received, reviewed, and accepted by the City. The City reserves the right to seek assistance from the State Department of Industrial Relations in determining the acceptability of certified payroll submittals before release of withheld progress payments. Prior to the release of retention monies, all certified payroll must be submitted on the project and any outstanding issues that may have occurred throughout the project must be resolved.

5-4 INSURANCE. - *Delete Section 5-4.1, Section 5-4.2 and replace with the following:*
Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Designated Insurance Requirements shown below.

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability

- $5 Million Per Occurrence/ Aggregate
  - City listed as an Additional Insured on the coverage
  - Coverage is primary and non-contributory
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
- $1 Million Per Occurrence for Bodily Injury by Accident
- $1 Million Each Employee for Bodily Injury by Disease
- $1 Million Policy Limit for Bodily Injury by Accident
  - Waiver of Subrogation in favor of City
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
- Required of Projects that involve Demolition and/or Excavation Activities
- $1 Million Per Occurrence/ $2 Million Aggregate
- City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
- $1 Million Per Occurrence/ $2 Million Aggregate
  - City listed as an Additional Insured on the coverage
  - Coverage is primary and non-contributory
  - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
- $1 Million Combined Single Limit
  - City listed as an Additional Insured on the coverage

- Must include liability arising from all owned, leased, hired, and non-owned autos
- If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

➢ If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation

➢ $1 Million Per Occurrence for Bodily Injury by Accident
➢ $1 Million Each Employee for Bodily Injury by Disease
➢ $1 Million Policy Limit for Bodily Injury by Accident
- Waiver of Subrogation in favor of City
- If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]

➢ Required of Projects that involve Demolition and/or Excavation Activities
➢ $1 Million Per Occurrence/ $2 Million Aggregate
➢ City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5-4.3 Worker's Compensation Insurance. - *Delete and replace with the following:*

A. Contractor shall have worker's compensation and employer's liability insurance in force throughout the duration of the contract in an amount which meets the statutory requirement with an insurance carrier acceptable to the City. The insurance policy shall include a provision prohibiting cancellation of said policy except upon forty-five (45) days prior written notice to City. Certificates of Insurance shall be delivered to the City at the time of the Contractors' execution of the agreement.

B. Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

5-6 PATENT FEES OR ROYALTIES. *Delete and replace with the following:*
The Contractor shall include in its Bid the patent fees or royalties on any patented article or process which may be furnished or used in the Work. The Contractor shall indemnify and hold the City harmless from any legal action that may be brought for infringement of patents. The Contractor's attention is directed to "Notice of Patents, Data, and Copyright Regulations" of the Federal Labor Standards.

The Contractor shall bear all costs arising from the use of patented goods and/or processes used on and/or incorporated into the Work. When use of these goods and/or processes is judged to be an infringement and the use is banned, the Contractor, at its own expense, shall, with concurrence of the Engineer, do one of the following:

A. Secure for the City the right to continue using goods and/or processes by suspension of the injunction or by procuring a license(s);

B. Replace said goods and/or processes with non-infringing goods and/or processes;

C. Modify said goods and/or processes so that they become non-infringing; or

D. Remove said goods and/or processes and refund the sum paid therefore without prejudice to any other rights of the City.

The preceding shall not apply to any goods manufactured to the detailed design of the City contained in the Contract Documents.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General. - *Amend the following:*

Add the following sentences to paragraph 1:
Should watering be the sole method utilized for roadway dust abatement purposes, the maximum time interval that shall elapse between applications thereof shall be no greater than 3 hours during normal working day, supplemented by an additional application thereof immediately prior to the conclusion of the workday and at such other times as may be required, including evenings, weekends and holidays as required by the Engineer. Should the Contractor be unable to furnish dust abatement as specified, the City may perform or cause to be performed the necessary service, the expense of which will be deducted from the payment due the Contractor.

Add the following paragraphs:
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during cleanup and dust control operations. Refer to Section 7-8.6.

Compliance with this section is of extreme importance to the City and its citizens. The City may fine the Contractor $1,000 per incident if there are issues with dust, mud, unused equipment or materials and rubbish within the construction area that result in citizen complaints. A 24 hour notice shall be issued to the Contractor and failure to correct the problems will result in the fine being levied. This fine will be in addition to those fines potentially charged for NPDES violations.

5-8 AIR POLLUTION CONTROL.

Dust control shall be performed in accordance with Subsection 7-8 of the Standard Specifications, South Coast Air Quality Management District (SCAQMD) Rule 403, the general Provisions and the following Provision.

Dust resulting from the Contractor's performance of the work, either inside or outside, the right-of-way shall be controlled by the Contractor. Dust control includes the action necessary to prevent, reduce or control dust within the work area as required to complete the work. The Contractor shall carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or causing a nuisance, or harm to persons living nearby or occupying buildings in the vicinity of the work. The Contractor shall control dust 24 hours a day, seven days a week. The methods to be used for controlling dust in the construction area and along haul roads

shall be approved by the Engineer prior to starting any work. The Rule 403 Implementation Handbook published by the SCAQMD, contains a detailed listing of reasonably available dust control measures.

Dust control ordered by the Engineer to be applied on Saturdays, Sundays or holidays will be included in the Contract price for dust control and no additional compensation will be allowed therefore.

The full compensation for all direct and indirect costs incurred for work performed or materials used to control dust resulting from the Contractor's performance of the work and caused by public traffic, either inside or outside the right-of-way shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5-9 STORAGE OF EQUIPMENT AND MATERIALS.

The Contractor shall be required to provide and maintain as necessary, any additional property required for storage of equipment, materials, etc., to perform work on this project. Should the additional property be located within the city limits of the City of Redlands, the Contractor shall obtain written approval from the City of Redlands Development Services Department and comply with all conditions set therein prior to use. When private property is used for a yard area, the Contractor shall also secure written authorization from the private property owner and supply a copy of such to the City before any monthly progress payment is submitted. Contractor to propose designated areas of the project site, upon approval by the Engineer, suitable for material delivery, storage, and waste collection.

The Contractor shall ensure the construction yard adheres to all local, State and Federal regulations, ordinances, codes and maintained in a neat and orderly manner throughout the duration of the project. The contractor shall include the construction yard in the Erosion Control Plan or SWPPP and shall be inspected and approved prior to use of the yard. If at any time during the project the location of the construction yard changes from the approved site, the City shall be notified prior to relocation for inspection and approval. Should the Contractor fail to comply with these conditions, the Engineer may suspend the work per SSPWC section 6-3 until the condition is corrected.

At the end of the project or as required, the Contractor shall: clean up and remove all trash and debris, including all organic trash and debris; clean up and remove all hazardous and biochemical wastes from the property to the satisfaction of the agency (City, County, State, or Federal) charged with overseeing these items; and provide to the City a written release from the private property owner that they are satisfied with all clean up and removal work.

5-9.1 Storage in Public Streets.

Construction materials and equipment shall not be stored within public streets or right of way without prior approval from the City. In order to seek approval, Contractor shall submit a location map with all equipment or materials identified including size, duration and any BMP's installed and provide at least 7 days for review by the City.

5-10 WATER POLLUTION CONTROL.

The Contractor shall follow the City's guidelines for Storm Water Pollution Prevention in providing storm water pollution control at the project site, including the implementation of approved Erosion/Sediment Control Plans during construction as well as the implementation of approved Water Quality Management Plans.

Construction activities disturbing 1 acre or more of land shall comply with the State Water Resources Control Board's NPDES General Construction Storm Water Permit. A copy of the Notice of Intent (NOI) to include the Waste Discharge Identification (WDID) number shall be submitted as part of the Storm Water Pollution Prevention Plan (SWPPP) to the Engineer for review. Call (909) 782-4130 for NOI/WDID information.

All projects requiring grading shall submit to the City for review and approval an Erosion/Sediment Control Plan and a Grading Plan. Permit(s) will not be issued until plans are approved and may be revoked if work required in these specifications are not complied with.

Construction sites shall be maintained by implementation of BMPs in such manner that pollutants are not discharged from the site to the maximum extent practicable. A few references available to help with selection and implementation of applicable BMPs are:

1. California Storm Water Best Management Practice Handbook, American Public Works Association, March 1993;
2. The Construction Site Best Management Practices Manual, November 2000;
3. Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual, November 2000;
4. California Regional Water Quality Control Board's San Francisco Bay Region, Guidelines for Construction Projects; and
5. California Regional Water Quality Control Board's San Francisco Bay Region, Erosion and Sediment Control Field Manual, July 1999.

All discharges into the storm drain system are prohibited except for potable water, properly treated discharge, and those discharges specifically approved by the Engineer. The following are some of the prohibited discharges:

1. Discharges that could have an impact on human health or the environment, cause or threaten to cause pollution, contamination, or nuisance;
2. Discharges that exceed any applicable water quality standard contained in a statewide Water Quality Control Plan or local Basin Plan; and
3. Discharges containing hazardous substances equal to or in excess of a reportable quantity listed in Federal regulations 40 CFR, Parts 117 and 302.

Materials that can cause or contribute to pollution or a violation of any applicable water quality standard include, but are not limited to: sediments; solid or liquid chemical spills; wastes from paints, stains, sealants, glues, limes, pesticides or herbicides and wood preservatives or solvents; asbestos fibers, paint flakes or stucco fragments; fuels, oils, lubricants or hydraulic, radiator and battery fluids; fertilizers; vehicle and equipment wash water or concrete wash water; concrete,

detergent or floatable wastes; wastes from any engine and equipment steam cleaning or chemical degreasing; and chlorinated potable water line flushings.

Unless exempted or authorized by an NPDES permit, all non-storm water discharges require prior approval by the Engineer or the State Water Resources Control Board with Engineer approval.

During construction, temporary storage of such materials as identified above, must occur in a designated area physically separated from potential storm water runoff, with ultimate disposal in accordance with local, state and federal requirements.

De-watering of contaminated groundwater or discharging contaminated soils via surface erosion is prohibited.

Unless indicated otherwise by the Engineer, all projects, regardless of size, shall submit for review and approval, a Water Quality Management Plan (WQMP). The WQMP shall consist of post construction BMPs which shall remain in effect throughout the life of the facility. Refer to WQMP guidelines.

5-11 TEMPORARY LIGHTS, POWER AND WATER.

Any water drawn from a City fire hydrant shall be via a City owned water meter. Said meter may be obtained from the Municipal Utilities & Engineering Department. Contractor is responsible for payment of a $1200 deposit fee. Said meter shall be returned in a condition like received, less normal wear and tear. All meters are loaned subject to the conditions of the Fire Hydrant Construction Meter Water Service Application. Contractor must provide proposed location of meter and notify Customer Service at (909) 798-7516 each time the meter is relocated during construction. Water reasonably used in connection with the construction contract will be provided at no cost to the Contractor. Water use determined to be wasteful or unreasonable will be charged for at the prevailing rate.

5-12 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall relocate, re-establish, repair or replace all existing improvements within the work limits or right-of-way which are not designated for removal (e.g., sprinkler systems, curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations.

Relocations, re-establishments, repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing or re-establishing existing improvements shall be included in the Bid.

The Contractor shall be responsible for the maintenance of the streets and roadways to be used by

public and local traffic through and adjacent to the construction zone, from the date of "Notice to Proceed" until the date of acceptance of the completed construction improvements.

Street maintenance shall include filling of potholes, grading of subgrade and base, replacing signs, installing interim pavement striping and markers on the project streets and other side streets within the construction zone. Street maintenance shall also include sweeping and washing of streets, adjacent and connected to the construction zone on a weekly, or more frequent schedule, to prevent the accumulation of dust, dirt, gravel or other deleterious materials, all as necessary to maintain the construction roadways and adjacent streets in a safe, clean and drivable condition for use by public and local traffic.

Upon request from the City for information pertaining to a claim against the contractor, contractor shall provide a written/email response, including all requested information, within 14 calendar days of City's request. If a response with all requested information is not provided to the City within 14 calendar days, a penalty of $500 per calendar day will be assessed to the Contractor by the City.

5-13 PUBLIC CONVENIENCE AND SAFETY.

5-13.1 General.

The Contractor may be allowed to close the roadway, or a portion thereof, to traffic during normal work hours upon approval from the Engineer. During any closure, the Contractor shall allow access for residents, schools, trash service trucks, churches and businesses within the affected portion of roadway, except as required for construction for a reasonable period of time. The Contractor shall notify residents as noted within Section 5-18.

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the Work Area Traffic Control Handbook (WATCH) prepared by the Southern California Chapter of the American Public Works Association. During adverse weather or unusual traffic or working conditions additional devices shall be placed as directed by the engineer. All traffic signs and devices shall conform to the current State of California, Department of Transportation (CALTRANS), "Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways", unless otherwise approved by the Engineer.

Fences, barriers, lights and signs shall be furnished, erected and maintained as necessary to give an adequate warning to the public at all times that the work is under construction and of dangerous conditions to be encountered as a result thereof, and warning and directional signs shall also be erected and maintained as may be required by the City. Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the following provisions:

1. For placing of barricades - $15.00 per barricade for each day or part thereof.

   For flashers - $15.00 per flasher for each day or part thereof.

   For traffic cones - $7.50 per cone for each day or part thereof.

2. In the event that the services of the Owner are required outside the normal working hours and/or days or items not noted above are furnished by the City, all costs incurred by the City shall be the responsibility of the Contractor.

The Contractor shall relocate, preserve and maintain the visibility of all signs within the project limits which affect the flow of traffic, as directed by the engineer. Any signs that are missing or found damaged shall be replaced immediately by the Contractor at his expense.

The Contractor shall provide and maintain Class II barricades along excavation edges parallel to the flow of traffic at a spacing of twenty-five feet (25'). Class II barricades mounted with flashers shall be installed around work areas in parkways. Class II barricades shall have alternating black and reflectorized white (or yellow) stripes at an angle of 45 degrees. The stripe with shall be four to six inches.

During paving operations barricades may be supplemented with minimum size eighteen-inch (18") high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty-five feet (25"). At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot (5') intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided. "No Left Turn" sign shall be provided wherever required by the Engineer.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator or other vertical obstruction.

A 4 foot wide pedestrian walkway shall be maintained in the parkway area on each side of all streets, unless otherwise authorized by the Engineer. The minimum clearance from: the edge of pedestrian walkways to any traffic lane shall be 5 feet; the edge of pedestrian walkways to any work zone shall be 3 feet; and the surface of pedestrian walkways to any overhead obstruction shall be 7 feet.

The Contractor shall, at the end of each work day, have backfilled, compacted and placed a temporary drivable roadway surface on all work areas within traveled roadways prior to leaving the job site. Failure to comply to the satisfaction of the Engineer shall result in immediate correction by City forces, and all costs shall be borne by the Contractor.

Traffic control devices shall be marked with the Contractor's name as appropriate. At no time shall any traffic control devices marked with companies or agencies other than the Contractor or subcontractors, be utilized within the work area.

All said traffic controls and safety devices shall be maintained in clean condition, with any and all graffiti removed by the end of workday on which the graffiti was first reported to the Contractor.

If the traffic control devices are deemed unacceptable by the Engineer due to being damaged, dirty, or marked incorrectly, the Contractor shall replace the traffic control devices immediately. Should the Contractor fail to furnish traffic control devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the provisions above.

5-13.1.1 Vehicular Access.
At such times as driveways are inaccessible due to the Contractor's work they shall be blocked by two (2) Class II barricades or one (1) Class II barricades and two (2) delineators. Driveways that are ramped or planked for temporary access shall be provided with a delineator at each side.

5-13.1.2 Signage. The Contractor shall furnish, erect and maintain all construction traffic signage as required and specified.

All construction traffic signage shall be in place prior to commencing any work, placed as needed during construction, moved as necessary and removed only upon completion of all work.

All construction traffic signage and controls shall comply with the State of California Manual of Traffic Controls, Warning Signs, Lights and Devices for use in Performance of Work Upon Highways. All construction traffic signage used in the performance of the work shall be a minimum of the encapsulated lens (high intensity) type. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices, telescoping flag trees, flags, signs, markers, portable barriers, flashing arrow signs, changeable message signs, markings and flagging equipment shall be provided and maintained in like new condition.

When a Traffic Signal is constructed as a part of the project, the Contractor shall place and maintain for one calendar month, a message board for each approach leg to a new traffic signal. The message board shall read “CAUTION - NEW TRAFFIC SIGNAL”. The one month period shall begin from the day of activation. This requirement may be lessened or waived, on a case-by-case basis, by the Engineer.

The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, including holidays, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of notice to proceed to the completion and acceptance of the work. Any corrective work required to be performed by City forces shall be charged to the Contractor and paid in full before release of any bonds on the project.

All traffic cones shall be no less than 28 inches in height, except that shorter cones, 12 inches minimum height, may be permitted during striping maintenance operations where the only function of the cone is to separate traffic from the wet paint. All barricades used to delineate

traffic at night or placed in or adjacent to the traveled roadway at night, shall be equipped with flashing warning lights.

Channelizers shall be required when lane restrictions, detours or other work conditions need to be maintained for periods longer than normal work hours. Channelizers shall be surface-mounted type and shall be furnished, placed and maintained at the locations shown on the plans or as approved by the Engineer and shall conform to these specifications. Channelizers shall be, at the Contractor's option, one of the following types, or approved equal: (1) Safe-Hit SH236SMA; (2) Repo "The Replaceable Post"; or (3) Carsonite, "Super Duck" SDF-436.SDF-436.

5-13.2 Traffic Control Plan

The Contractor shall provide a Traffic Control Plan to the agency for approval prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days.

The Contractor shall be required to maintain one lane in each direction when working on the roadway. Access to schools, businesses, etc. shall be maintained as necessary for their operations. If closures are authorized by the Engineer, all detour signage shall be installed prior to closure of specified portion of roadway(s), and shall be maintained during closure.
The Contractor shall make provision to allow pedestrians full access across work areas at existing crosswalks, while working within those areas.

Traffic controls, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with Subsection 7-1, of the current edition of the "Standard Specifications for Public Works Construction," including all its subsequent amendments, and the current edition of the "Work Area Traffic Control Handbook."

Traffic control and the Traffic Control Plan shall conform to the following:

a. All major streets shall remain open to through-traffic at all times, residential street will be closed to traffic only as long as it takes for material application and drying time.

b. The Traffic Control Plan shall indicate the traffic control requirements for the different types of work to be performed. The Contractor shall be responsible for the preparation of Plans as necessary for specific items of work. These Plans shall be approved by the City's Engineer.

c. All traffic controls and safety devices, equipment and materials, including but not limited to cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, markers, portable barriers, flashing arrow signs, markings, and flagging equipment shall be provided and maintained in "like new" condition.

d. The Contractor shall furnish and properly install, construct, erect, use, and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include area affecting or affected by the work, from the start of work to the completion of the work.

In the event the slurry and cape seal ravels, a "loose gravel" (C6) sign shall be placed to adequately warn the public.

e. High-level warning devices (flag trees) are required at all times for any work being performed within the roadway unless otherwise specifically authorized by the City's Engineer.

f. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than twenty-eight inches (28") in height, except that shorter cones, twelve inches (12") high or higher, may be used during striping maintenance operations where the only function of the cones is to protect the wet paint from the traffic.

g. Type III barricades, no less than six feet (6') in length and equipped with two (2) Type "N" markers each and two (2) flashing warning lights each, shall be used to close streets, except as otherwise specifically authorized in advance by the City's Engineer for minor maintenance work of no more than one (1) working days duration on weekdays, or on holidays only, and between 8:00 a.m. and 3:30 p.m. only. Said barricades shall be placed across the full roadway at each point of closure with the distance between barricades or between barricades and curbs, not exceeding three feet (3'), except that one (1) eleven-foot (11')-wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) Type C2 "Road Closed" sign each or one (1) Type C3A "Road Closed to Thru Traffic" sign each.

h. Except for residential streets, as otherwise directed and/or authorized by the City's Engineer, two-way vehicular traffic shall be maintained at all times within two (2) eleven foot (11')-wide lanes on streets, having an effective roadway width of forty-four feet (44') or more with restricted parking, and other streets of lesser widths may be reduced to one (1) twelve-foot (12') wide lane with work activity being limited to one side at a time, and with one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers.

No reduction of the traveled way width shall be permitted on any City street before 8:00 a.m. nor after 3:30 p.m., on weekends or holidays, or when active work is not being done, unless prior authorization to do so is granted by the City's Engineer.

Arrow boards shall be required for all lane closures on major streets.

i. Properly trained and experienced flaggers shall be provided to traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at such other times as is necessary to safely pass the traffic through or around the work area, and when so directed by the City's Engineer.

j. Vehicular access to occupied residential property may be restricted on weekdays other than holidays between the hours of 8:00 a.m. to 3:30 p.m. while essential work activity is taking place, with specific prior written approval from the City's Engineer, providing the Contractor gives the owner and/or resident at least forty-eight (48)-hour advance written and oral notice. See Part 2, "Notification of Residents," herein.

Convenient and safe pedestrian access to occupied residential property shall be maintained at all times. Access to mailboxes must be maintained at all time, such that the postal delivery service is not interrupted.

Access to vacant and unused property may be restricted at the Engineer's discretion. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City's Engineer.

k. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired refurbished and/or replaced, and any traffic control and safety devices and equipment being used which are displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.

l. An unobstructed view of all signs and warning devices including but not limited to stop signs, stop ahead signs, street names signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers, and devices from the view of vehicular and/or pedestrian traffic to which it applies.

m. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.

n. Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and/or storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

o. Where vehicular access to abutting property must be restricted, the work shall be so selected, arranged, and scheduled that the person(s) requiring access to said abutting property and/or residents along said streets affected will be able to park within a reasonable distance of not more than five hundred feet (500') from their homes and/or destination. Residents must be supplied written notice of such restrictions a minimum of 48 hours in advance.

p. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstructions, and unnecessary traffic control devices and equipment shall be promptly removed from that street except as otherwise authorized or directed by the City's Engineer.

q. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to hereinabove, the City reserves the right to correct and/or mitigate any situation, which in the sole opinion of the City's Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's and/or permittee's expense, and will deduct the cost therefore from the Contractor's progress and/or final payment. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures, and shall not serve to transfer said obligations and liabilities from the Contractor to the City or the City's agents.

r. Violations of any of the above Provisions and/or Provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the City's Engineer, shall at the sole discretion of the City, be grounds for termination of the Contract, or shut down or partial

shutdown of the work, without compensation to the Contractor and/or permittee, or liability to the City, all as prescribed by Contractual obligation or State law, whichever is applicable.

Full compensation for furnishing all labor, materials, tools, equipment, flaggers, lights, channelizers (surface mounted), temporary striping, barricades, portable flashing lights, flashing arrow signs, traffic control and detour plan, and incidentals required to comply with the provisions specified and referred to herein above, to provide all required traffic and pedestrian control for the duration of this contract, all as shown and as specified, shall be paid as specified in Section 01200 of the General Requirements and no other compensation shall be made therefore.

5-13.3 Edison Energized Conductors. The Contractor hereby promises and agrees that in the performance of the Work, he will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined as follows:

"Qualified Person". A person by reason of experience or instruction is familiar with the operation to be performed and hazards involved.

Contractor further promises and agrees that the provisions of this paragraph shall be and are binding upon any Subcontractor or Subcontractors that may be retained by it, and that the Contractor shall take such steps as are necessary to insure compliance by said Subcontractor or Subcontractors with the requirements of this paragraph.

5-14 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE.

5-14.1 Responsibility for Damage. The Contractor agrees to and does hereby indemnify, defend and hold harmless the City, its elected officials and the Consultant and their officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, including attorney's fees and costs, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to loss or theft of property, (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the contractor upon or in connection with the work called for in this agreement, except for the liability resulting from the sole negligence or willful misconduct of the City, its elected officials and their officers, employees and agents who are directly employed by the City and the Consultant; and

(b) any injury to or death of persons or damage to property caused by any fault, neglect, default or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the City, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off City property, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of

tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose act or omissions any of them may be liable, regardless of whether or not caused in part by any act or omission (active, passive, or comparative negligence included, excepting the active negligence of the District) of a party indemnified hereunder.

(c) The Contractor, at its own expense, cost, and risk shall defend any and all actions, suits or other proceedings that may be brought or instituted against the City, its elected officials, officers, agents and employees and the Consultant, against any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the City, its elected officials, officers, agents or employees, in any such action, suit or other proceedings as a result thereof.

5-15 NO PERSONAL LIABILITY. Neither the City Council, the Engineer, the Consultant, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.

5-16 CONTRACTOR'S RESPONSIBILITY FOR WORK. Except as provided above, until the formal acceptance of the Work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by act of the federal government or the public enemy.

The City of Redlands shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

The City shall not be responsible for security of the Contractors equipment or materials at the site. The City will not be responsible for theft or damage to any property or materials of the Contractor. Security for Contractor's property shall be the responsibility of the Contractor.

5-17 WARRANTY OF WORK. The Contractor shall guarantee the Work against defective materials or workmanship for a period of (1) year from the date of completion date specified in the Notice of Completion, except where longer warranty periods are specifically stated. As specified in Section 2-4 in the GENERAL CONDITIONS, the Performance Bond shall remain in full force and effect during the warranty period.

All work which has been rejected, shall be remedied, or removed and replaced, by the Contractor at his own expense, with work conforming to the Plans and Specifications. Any defective material or workmanship which may be discovered before final acceptance or within (1) one year from the completion date specified in the Notice of Completion shall be corrected immediately by the Contractor at his own expense notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from

any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver at the time of final acceptance a complete project that complies in all details with these Contract Documents. All items shall be ready to operate.

Any omission or failure on the part of the Owner to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed an acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The Owner will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the Owner is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

During the (1) one year warranty period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by the Owner, it is agreed that the Owner may make such repairs and replacement and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his Surety.

Nothing in this section shall be construed to limit the rights of the Owner to immediately correct conditions which may be unsafe or which may pose a public health nuisance. Should said conditions later be found to be caused by defective material and/or workmanship, the Contractor and his Surety shall reimburse the Owner for costs reasonably incurred while attending the situation.

In the event it is necessary for the Owner to file suit to enforce any liability of the Contractor pursuant to this sections WARRANTY OF WORK, the Owner shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Owner in successfully enforcing the Contractor's obligations, all to be taxed as costs and included in any judgment rendered.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Document or by law. The remedies provided herein shall not be exclusive and the Owner shall be entitled to any and all remedies provided by law.

5-18 NOTIFICATION OF RESIDENTS/BUSINESSES. The Contractor shall notify all residents, firms, institutions, agencies, and utility companies which may be affected by the work. Notification shall be by hand delivery of an approved notice within the project limits approved by the City. The notification process shall consist of two notifications, one prior to the start of construction for all properties within the project area and a second notification at least seven days in advance of any activity which may impact each specific property. In the event of any work within the downtown area, the distribution of the second notification shall be at least fourteen days in advance of any activity. Activities impacting said properties and, therefore, requiring the above said notices include the following: the work itself; closure or partial closure of the street; and disallowance of street parking and disallowance of vehicular ingress to or egress from the property.

Said firms, institutions, agencies, and utility companies which must be notified of proposed work shall include, but are not limited to the following: public schools, private schools, day care centers, postal service, hospitals, governmental services, police department, fire department, ambulance services, Omnitrans, solid waste collection, and City street sweeping.

The proposed notice shall be submitted to the Engineer at least seven calendar days prior to the date of distribution for review and approval. The submittal shall also include a map identifying the limits of the work and proposed limits of distribution. The printed notices shall contain a general description of the work to be done, the name of the street with limits, the day and date of the work and the name and telephone number of the Contractor. The notice shall also include a statement that there will be no disruption of trash collection schedules and that trash should be set out by 6:00 a.m. on the scheduled day of pickup. If on-street parking will be affected the notice shall include a statement that no on-street parking will be allowed between the hours of 7:00 a.m. and 5:00 p.m. on the day of work, and a statement that it will be necessary to tow away parked vehicles at the owner's expense per California Vehicle Code CVC 22651L and CVC 22654D.

The Contractor will provide City with the dates and addresses of when project notifications are delivered to affected properties. City will verify the notification process is completed in compliance with the requirements of the specifications. Work will commence when City approves Contractor's compliance with the requirements set forth in the specifications.

If on-street parking is affected, the Contractor shall also post pre-approved "NO PARKING-TOW WAY" signs on 1 x 2 wood stakes or barricades at one hundred foot (100') maximum spacing along the affected areas of the street, 48 hours prior to the start of the work. The "NO PARKING-TOW AWAY" signs shall contain the day, date, and hours that parking will be prohibited on that particular street and a statement that parked vehicles will be towed away at owner's expense per California Vehicle Code CVC 22651L and CVC 22654D. The Contractor shall maintain said signs throughout the day of work, and shall start the removal of said signs by 4:00 p.m. and complete the removal by 6:00 p.m. on said day of work or as otherwise directed by the Engineer.

The Contractor shall document the day, date, and time the signs are installed because the no parking restriction cannot be enforced until the signs have been in place 24 hours. Posting of signs on trees, utility poles, light standards and other existing parkway improvement is strictly forbidden.

In the event of street resurfacing operations, the notices to residents shall contain a statement that the street to be resurfaced will be closed to vehicular traffic, and the suggestion that if they require the use of their vehicles on the day of the resurfacing work, they should consider parking their vehicle on a nearby street which is not scheduled for a resurfacing application.

In the event scheduled work is delayed, the Contractor shall immediately remove all "NO PARKING" signs. The contractor must notify all previously notified, in person and with printed notices, that the work will be rescheduled and that they will be re-notified 48 hours in advance. The Contractor shall have an adequate supply of approved notifications for distribution to residents.

Full compensation for conforming to these requirements shall be considered as included in the various Contract items of work involved, and no additional compensation will be allowed therefore.

Failure to comply with this section shall result in a penalty assessment imposed of up to $10,000 per violation at the City's discretion.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. - *Add the following paragraph:*
Contractor shall notify Underground Service Alert (USA) at 1 (800) 227-2600, two working days prior to starting work, and must submit verification number to the City prior to starting work.

6-1.2 Commencement of the Work. - *Amend the second sentence as follows:*
"The work shall start within 10 days thereafter, and be diligently prosecuted to completion within the Contract Time."

6-3 TIME OF COMPLETION.

6-4.1 General. - *Add the following paragraphs:*
If saturated soil is encountered during construction due to leaks in an existing utility, contractor shall remove saturated material and replace with a suitable backfill material until adequate compaction can be attained by verification from the City's Geotechnical Engineer.

Prior to any removal of saturated material, contractor shall discuss the methods of remediation with the City's representative. Approval from the City, or the City's representative, shall be obtained for any amount of saturated material removal in which the contractor anticipates to be compensated for, if approval is not obtained all costs shall be borne by the contractor.

Up to a 14 day delay in paving operations may be requested after all leaks have been resolved to provide time for excess moisture to dissipate, at no additional cost to the city, in lieu of removing and replacing the saturated soil. A no cost change order will be prepared to provide the contractor with additional contract time if such delay is requested by the City.

6-9 LIQUIDATED DAMAGES. The value of liquidated damages noted in this section is amended to five hundred dollars ($500) per working day.

6-10 NOTICE AND SERVICE THEREOF. Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the project site, or by deposing the same in the United States Mail enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of work under this Contract, certified and with postage prepaid.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated by him to the party giving the notice, certified and with postage prepaid.

Notice shall be given to the Owner by personal delivery thereof or by depositing the same in the United States Mail enclosed in a sealed envelope, certified and with postage prepaid. The address of record for the owner is:

City of Redlands
Municipal Utilities & Engineering Department
P.O. Box 3005
35 Cajon Street, Suite 15A
Redlands, CA 92373

6-11 PUBLIC RECORDS ACT. All documents, Plans, specifications and all other information relating to the conduct of the City's business, including information submitted by the Contractor, shall become the exclusive property of the City and except as provided by law shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 et seq.).

Under no circumstances will the City be responsible or liable to the Contractor, submitter or any other party for the disclosure of any records or information submitted to the City, regardless of whether such records or information are labeled "Trade Secret", "Confidential", or "Proprietary" (or words to similar effect) and regardless of whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, employees, and/or Contractors.

The City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definition of "Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and where appropriate for clearly and prominently marking each and every page or sheet of information with "Trade Secret", "Confidential", or "Proprietary". Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party's own circumstances.

In the event of litigation concerning the disclosure of any information submitted by the submitting party, the City's sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the information, and shall indemnify and hold the City harmless from all costs and expenses including attorneys' fees, in connection with such action.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment. - *Delete and replace with the following:*
The closure date for the purpose of making monthly progress payments shall be assigned by the Engineer during the pre-construction meeting. Payment, less deductions, unearned work and retention, will be made within 30 days of the closure date. If a dispute exists between the City and the Contractor regarding an item included in the Contractor's Monthly Progress Payment Request, progress payments will be withheld until said dispute is resolved, in which case longer period of time will be required to make such payment. No such payment shall be required to be made, when in the judgment of the Engineer, the total value of the work since the last estimate amounts to less than $500. If, in the opinion of the Engineer, work is not progressing according to the approved schedule, payments may be withheld until the Contractor returns to the approved schedule.

Deductions will be made for: (1) amounts due the Owner for equipment or material furnished or services rendered; (2) amounts due the Owner under the terms of the Contract; (3) amounts of any claims of lien filed with the Owner; (4) accrued amounts of liquidated damages; (5) amounts required to be deducted by Federal, State or local governmental authorities. From the balance thus determined will be deducted the amounts of all previous payments, and the remainder shall constitute the monthly payment due the Contractor.

A retention of five percent (5%) will be withheld from each and every progress payment to the Contractor. This percentage will remain constant throughout the duration of the Contract. The City shall make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor pursuant to Public Contract Code section 20104.50.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

As provided by paragraph 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract. Substitute securities shall be deposited in a financial institution in a form acceptable to the City of Redlands. The financial institution shall be located within the City limits of the City of Redlands. The Escrow Agreement to be used is set forth in Public Contract Code section 22300.

7-3.3 Delivered Materials. - *Delete and replace with the following:*
No payment will be made for materials or equipment delivered but not yet incorporated in the work.

7-4.2.6 Extras. Without invalidating the Contract, the City may order extra work or make changes by altering, adding or deducting from the work, the Contract sum being adjusted accordingly and the consent of the Surety being first obtained where necessary or desirable. All the Work of the kind bid upon shall be paid for at the price stipulated on the proposal, and no claims for any extra work or material shall be allowed unless the work is ordered in writing by the engineer and the price is stated in such order.

7-4.2.7 Claims for Extra Costs. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order by the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of the thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

7-4.2.8 PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS. The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

This section is deleted in its entirety.

SECTION 9 - ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS

9-1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with section 16700 of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this public works agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the Parties.

SECTION 10 - TRENCHING AND EXCAVATION

10-1. If this contract involves digging trenches or other excavations that extend deeper than (4) feet below the surface, the following shall be done pursuant to California Public Contract Code Section 7104:

A. That the Contractor shall promptly and before the following conditions are disturbed, notify the City in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. That the City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of work shall issue a change order under the procedures described in the contract.

C. That, in the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertains to the resolution of disputes and protests between the contracting parties.

SECTION 11 - REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

11-1. Pursuant to Government Code Section 4215 et seq, the City shall assume the responsibility between the parties to this contract, for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of the construction project for this contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids.

11-2. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not identified in the plans and specifications with reasonable accuracy and for equipment on the project necessarily identified during such work.

11-3. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City, or the owner of the utility to provide for removal or relocation of such utility facilities.

11.4. The City shall not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on adjacent to the site of construction, provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the plans and specifications.

11.5. Nothing herein shall preclude the City from pursuing appropriate remedy against the utility for delays which are the responsibility of the utility.

11.6. If the Contractor, while performing the contract, discovers utility facilities not identified by the City in the contract plans or specifications, Contractor shall immediately notify the City and the utility in writing.

11.7. The public utility, when it is the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

11.8. Contractor shall comply with Government Code Section 4216 through 4216.9.

11.9. Conduits from existing street light and traffic signal systems may be encountered during construction of this project. All removals, relocations, and/or replacements of existing conduit systems shall be performed in accordance with these specifications and City standards, by a qualified electrical contractor. All costs for said work shall be borne by the Contractor and paid as a part of the various items of work requiring such removals, relocations, and/or replacements, and no other compensation shall be made therefore.

SECTION 13 – DISADVANTAGED BUSINESS ENTERPRISE

13-1. GENERAL. Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT- assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in the e special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

(1) 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.

(2) 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.

(3) Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

13-2. DBE COMMITMENT SUBMITTAL. Complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)Submit the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4

business days of the request. Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment Form within the specified time, the Agency will find your bid nonresponsive.

13-3. GOOD FAITH EFFORTS SUBMITTAL. If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.

5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

SECTION 200 - ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

200-2.1 General. - *Amend the first paragraph as follows:*
"Materials for use as untreated base or subbase shall be classified in the order of preference as follows:
Crushed Aggregate Base
Crushed Miscellaneous Base
Pulverized Miscellaneous Base."

200-2.4.1 General. - *Delete the second sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.4.2 Grading. - *Amend the first sentence of paragraph 1 as follows:*
"The material shall be uniformly graded and shall conform to the 'fine' gradations:"

200-2.5.1 General. - *Delete the third sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.8.1 General. - *Amend as follows:*
Delete the second sentence of paragraph 1 and replace with the following:
"Pulverized miscellaneous base may contain underlying base material."

Delete the third sentence of paragraph 1 and replace with the following:
"The material shall be free of deleterious material as defined in 200-1.1."

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1.1 General - *Add the following paragraph:*
The Contractor shall furnish the Engineer in the field with a copy of the mix design to be used, and with a legible certified weighmaster's certificate for each load of PCC delivered to the project. PCC delivered to the project site having a water content and/or slump greater than that specified in the mix design, shall be rejected and removed from the project site.

201-1.1.2 Concrete Specified by Class and Alternate Class - *Amend Table 201-1.1.2.(A) as follows:*

Street Surface Improvements section -
All concrete in this section shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

Sewer & Storm Drain Facilities section, Sidehill Surface Drainage Facilities subsection -
All concrete in this subsection shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

201-1.4.3 Transit Mixers. - *Replace the first sentence in paragraph 6 with the following:*
The total elapsed time between addition of water at the batch plant and the completion of the discharge of the PCC from the mixer, shall not exceed ninety (90) minutes. All PCC remaining in the mixer, after said ninety (90) minutes time limit, shall be rejected and removed from the project site.

SECTION 203 - BITUMINOUS MATERIALS

203-3 EMULSIFIED ASPHALT.

203-3.1 General. - *Modify the section by adding the following:*
Asphalt emulsion shall be a <u>QUICKSET ANIONIC OR CATIONIC EMULSIFIED ASPHALT</u> conforming to the requirements of Subsection 203-1.3, "Test Reports and Certification", and Subsection 203-1.2, "Testing Requirements" of the Standard Specifications.

The latex additive shall be Ultra Pave 70 (for anionic) or Ultra Pave 65 K (for cationic) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2.5) parts to one-hundred (100) parts of emulsion by volume.

203-5 SLURRY SEAL.

203-5.1 General. - *Delete the sentence and replace with the following:*
Slurry seal shall be emulsion-aggregate slurry (EAS) conforming to 203-5.4.

203-5.2 Mix Design. - *Modify the section by adding the following:*

(f) Admixtures, such as Portland Cement or aluminum sulfate may be mixed into the slurry material to adjust curing time such that the applied slurry can support vehicular traffic within 60 minutes.

(g) Use of slag shall not be permitted.

(h) Deliveries of aggregate and emulsion shall not be made without the engineer present. Emulsion is not to be transferred to an on-site storage tanker without the sieve test performed by the City.

203-5.3.2 Grading. - *Delete the sentence and replace with the following:*
The combined aggregate gradation shall be determined in accordance with ASTM C136 and conform to Type II requirements shown in Table 203-5.3.2 (A).

203-5.4.1 General. – *Modify the paragraph and replace with the following:*
EAS shall be a stable mixture of emulsified asphalt, aggregate, water, a set control agent, and latex. EAS shall be Type II-CQS-1h-EAS.

203-5.4.2.1 Aggregate. – *Delete the sentence and replace with the following:*
Aggregate shall be Type II conforming to 203-5.3.

203-5.4.2.2 Emulsified Asphalt. – *Modify the first paragraph and replace with the following:*
Emulsified asphalt shall be quick-set, and contain latex. Quick-set emulsified asphalt shall be CQS-1h conforming to 203-3.

203-6 ASPHALT CONCRETE.

203-6.1 General. - *Add the following paragraph:*
Unless otherwise approved by the Engineer, asphalt concrete for paving shall be C2-PG 64-10 (1/2") for finish paving or B-PG 64-10 (3/4") for base paving. Asphalt concrete for Type D1 or Type D2 curb shall be D2 –PG 70-10.

SECTION 206 - MISCELLANEOUS METAL ITEMS

206-7 TRAFFIC SIGNS.

206-7.1 General. The Contractor shall furnish or relocate and erect all traffic signage as required and specified.

All new traffic signage shall be a minimum of the encapsulated lens (high intensity) type, have an anti-graffiti protective covering and be installed on new posts. All traffic signage to be relocated shall be installed on new posts.

206-7.2 Protective Covering. Anti-graffiti protective covering shall be Type 1150-POF, manufactured by 3M Company, or approved equal.

206-7.3 Post and Base. New posts and bases shall be Ultimate Sign Support System as manufactured by Western Highway, or approved equal.

SECTION 207 – GRAVITY PIPE

207-2 REINFORCED CONCRETE PIPE (RCP).

207-2.1 General. - *Add the following sentences to paragraph 2:*
The minimum D-load for any RCP shall be 1,350. The minimum size for RCP shall be 18 inches (457 mm) unless otherwise approved by the Engineer.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.4 General. The Contractor shall be responsible for all quality control for all work. The Contractor shall complete all necessary testing to ensure the quality requirements within the specifications are achieved. The Contractor shall conduct the compaction testing by a geotechnical engineering firm and the results of the testing shall be made available to the Engineer.

The City will complete assurance testing throughout the project by an independent testing firm. The City will perform the first compaction test required at any location. If such test does not meet the required specifications, the City will make additional tests until the required compaction is obtained and withhold from the final payment due the Contractor, the cost of all such additional tests. To be acceptable, tests must be ordered and witnessed by the City. Tests will be ordered by the City and performed at a location and depth as directed by the City. The Contractor shall assist the City in performing these tests as necessary. The Contractor shall provide to the City the maximum dry density and the optimum moisture content results of backfill and bedding material when requested by the City.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-4 PAINT FOR STRIPING AND MARKINGS.

214-4.1 General. - *Amend the first sentence in paragraph 4 as follows:*
"Glass beads conforming to 214-3 shall be mechanically applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. - *Amend as follows:*

Amend paragraph 3 as follows:
"The natural ground surface shall be cleared of all vegetable growth, such as trees, logs, upturned stumps, roots of downed trees, brush, grass, weeds, shrubs, ground cover, tree stumps, decorative landscape rocks, edging, railroad ties, other decorative landscape treatments, boulders, rock, portland cement concrete, and all other objectionable materials, within the limits of construction."

Add the following paragraphs:
Grubbing and removal of organic debris shall include the repair and/or replacement of all parkway irrigation piping and systems necessary to perform work on this Contract and capping pipelines until such time that permanent repairs and/or replacements have been made.

All debris removed from the project site under this item shall be disposed of at an approved dump site. All transportation costs and dump fees shall be borne by the Contractor.

Clearing and Grubbing shall include, but is not limited to, the following:

1. Removal of existing AC berms.

2. Removal of all curb and gutter, cross gutters, and spandrels shall be replaced within three (3) calendar days. The Asphalt Concrete patch for areas with curbs and gutters removed and replaced shall be placed within two (2) working days after the curb and gutter, cross gutters, and spandrels are replaced. Removal of all sidewalks shall be replaced within three (3) calendar days.

3. Saw cut and removal of poles, posts, PCC pavements, curb, gutter, and sidewalk. Holes resulting from removal of existing poles and posts from existing PCC, AC pavements and curbs and gutters, shall be filled or patched with like materials. Self-propelled drop hammers will not be allowed for removals.

4. Removal of all raised pavement markers not conforming to the approved plan or conflicting with the proposed striping as shown on the plans in accordance with Subsection 312-3, Removal, of the Standard Specifications.

5. Removal and disposal of boulders, rock or PCC.

6. All trees and shrubs less than 3m (9 ft) directly above the entire sidewalk surface shall be trimmed and removed by the contractor to allow a clear path of travel for pedestrians.

7. Irrigation system relocation:

   Any irrigation systems in conflict with the proposed improvements that are removed, damaged, disturbed, or broken shall be modified, repaired, and/or replaced to be operable and provide full irrigation coverage to the areas requiring irrigation using new materials, equal or better than the original materials, with 20 mm (3/4 in) Schedule 40 PVC being the minimum acceptable for underground lines and 13 mm (1/2 in) Schedule 80 being minimum acceptable for risers and with the systems not being out of operation for more than two (2) days. No payment for work associated with the irrigation repair will be released, until all irrigation is complete, operable and accepted by the City.

   All trees, shrubbery and lawns deprived of normal irrigation watering due to a disruption of service caused by the Contractor's operations shall be regularly and thoroughly irrigated by the Contractor so that said plantings will not be damaged. If any trees, shrubbery or lawns die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations the Contractor shall replace same with the same plant species and size. Existing grass lawns within areas that must be excavated and/or re-graded shall be cut into approximate 305 mm (1 ft) squares, removed, protected, cared for and replaced as soon as possible. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.

8. Existing inlets, slotted drains, drainage pipes, concrete gutters, drainage pipes, where any portion of such structure is within 1m of the grading plane in the excavation areas, or within 300 mm (1 ft) of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of accordingly.

9. Removal and disposal of existing drainage inlet structure and PCC or AC apron.

10. The Contractor shall dispose all materials not being salvaged outside of the right-of-way and shall pay for all costs for disposal.

11. Removal and disposal of any abandoned utilities that may interfere with the improvements.

12. Self-propelled drop hammers will not be allowed for removals.

300-1.3.1 General. - *Add the following paragraphs:*
The Contractor shall dispose portland cement concrete, stone rubble, and brick at an approved dump site.

All reprocessed asphaltic cement concrete may be placed as the lower course of crushed aggregate base material. If the Contractor chooses not to reprocess the material, disposal at an approved dump site shall be required. All costs for disposal shall be borne by the Contractor. If the Contractor chooses to reprocess material, it shall be protected and remain contaminate-free, otherwise disposal at an approved dump site will be required with all costs borne by the Contractor.

All reprocessed asphaltic cement concrete to be used as crushed aggregate base shall be ground to conform to Section 200-2.2.

300-1.3.2 (a) Bituminous Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cutting of edges to be joined shall be with a power-driven saw. The groove shall be cut to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"Where bituminous pavement is to be removed, a cold mill header cut of maximum 6 feet (1.8 m) in width perpendicular to the join line shall be made, and a minimum laying depth of 1 inch (25mm) of new pavement material shall be provided at the join line."

Amend the fourth sentence as follows:
"The edges of existing concrete pavement adjacent to the trench shall be saw cut to neat straight lines for the purpose of removing the damaged pavement areas."

Add the following sentence:
Work under this item shall include asphalt concrete berms.

300-1.3.2 (b) Concrete Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cuts shall be made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"If a saw cut in concrete pavement falls within 5 feet (1.5 m) of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge."

300-1.3.2 (c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways and Alley Intersections. - *Amend the following:*
Amend the first sentence as follows:
"Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"No section to be replaced shall be smaller than 36 inches (1 m) in either length or width."

Amend the fourth sentence as follows:
"If the saw cut in sidewalk or driveway would fall within 36 inches (914 mm) of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches (300mm) of a score mark, the saw cut shall be made in and along the score mark."

Amend the fifth sentence as follows:
"curb and gutter shall be sawed to a depth of 4 inches (102 mm) on a neat line at right angles to the curb face."

300-1.3.2 (d) Striping and Markings. All existing striping, markings and raised pavement markers shown to be removed or necessary to be removed from paving areas. This item includes removal in compliance with applicable laws and cleanup of residue from the operation.

All striping, markings and raised pavement markers removed beyond the limits shown on the plans for and/or at the convenience of the Contractor shall be replaced at the Contractor's expense.

300-1.3.2 (e) Structures. All existing concrete structures (reinforced or non-reinforced) as shown on the plans to be removed or abandoned, including but not limited to, undersidewalk drains, manholes, headwalls, bulkheads, drop inlet structures, energy dissipaters, catch basins, vaults and pipelines. Abandonment shall include all cuts and concrete plugs necessary to seal ends or openings of abandoned pipes or structures.

300-1.3.2 (f) Rock Curbs. All rock from rock curb removals, as shown on the plans or required for construction of the project, shall be transported, delivered and unloaded at a storage site as directed by the Engineer.

300-1.3.2 (g) Miscellaneous Removals. All other removals of facilities, as shown on the plans but not covered under separate bid items, and any underground facilities found during the work and not shown on the plans shall be performed. The City has endeavored to show all known underground facilities but is not responsible for unknown or abandoned facilities. Unknown underground facilities shall be paid as extra work.

300-1.3.2 (h) Miscellaneous Relocations. All relocation work as shown on the plans or required for construction of the project, but not covered under separate bid items, shall be included as a part of Subsection 300-1 Clearing and Grubbing. All relocation work performed as a part of clearing and grubbing work shall conform to the requirements and specifications of the agency or utility having jurisdiction over the item to be relocated.

300-1.4 Payment. - *Add the following sentence to paragraph 1:*
Payment for work on this item shall be made as a percentage of the work completed at each monthly payment.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2.2 Wet Material. - *Amend the second sentence of the paragraph:*
"If such high moisture content is not the result of any action on the part of the Contractor, or inaction in protecting the work during the course of the contract, the work involved will be paid for in the following manner: Over-excavation and disposal work shall be considered "extra work," with backfill and compaction of crushed aggregate base paid under the appropriate bid item in these specifications."

300-12 MISCELLAENOUS GRADING. The parkway, whether landscaping exists or not, shall be graded and compacted to achieve drainage towards the street at a slope of 2%. Grading shall be coordinated such that it is the last item of work to be completed, prior to site clean-up. Loose material and dirt shall be raked, compacted and distributed throughout the parkway area. Areas adjacent to installed improvements must be graded to a level within one inch from the finished surface. Extra dirt/fill shall be removed from the project in accordance with Specifications.

The Contractor, at his expense shall photo-document pre-construction conditions prior to starting excavating. After construction is completed, the Contractor shall photo-document the finished grade. The Contractor shall provide the City with said photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc). The Contractor shall keep a copy of the photos (either electronically or hard copy) and provide the City with electronic copies of the photos.

SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.3 Relative Compaction. - *Amend the second sentence of paragraph 1 as follows:*
"When base material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches (150mm) of such subgrade material shall be compacted to a relative compaction of 95 percent."

301-2.1 General. – *Add the following paragraphs:*
The contractor shall use 'crushed aggregate base' or 'crushed miscellaneous base, fine graded' as the base material. The use of 'processed miscellaneous base,' 'select subbase,' or 'disintegrated granite' shall not be used as base material.

The contractor may use 'pulverized miscellaneous base' (grindings) as part of the crushed base material. Said grindings shall be uncontaminated and placed in an even thickness as the lower course of crushed base material. Spreading and compacting shall comply with Sections 301-2.2 and 301-2.3.

301-2.3 Compacting. – *Amend the second sentence of paragraph 3 as follows:*
"Compaction in the excepted areas shall be as specified in 211-1 with each layer of compacted base material having a minimum relative compaction of 95 percent."

301-2.4 Measurement and Payment. – *Add the following paragraph:*
Payment shall be made for cold-planing, storing, placing, and compacting reprocessed asphalt concrete pavement (grindings) as part of the crushed aggregate base (CAB) material. The volume of grindings placed shall be figured and a tonnage figure computed using 9.35 kg/m^3 (150 pounds per cubic foot). This tonnage figure shall be paid as part of the crushed aggregate base tonnage for this project.

301-7 FULL DEPTH RECLAMATION WITH MECHANICAL STABILIZATION (FDR-25)

301-7.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 25 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

301-7.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of roots, weeds, wood, and construction debris. All grass and other vegetation shall be removed from the edge of the exiting pavement or lip of gutter pan to prevent contamination of the pulverized bituminous material during the milling operation.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-7.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   - 4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   - 4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final subgrade surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized asphalt material must be used as base material to meet new cross slope requirements.

Native sub-grade material may need to be hauled off to allow for the use of all pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-7.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture prior to shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

301-7.5 Finishing. The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

301-8 FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION (FDR-200)

301-8.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 200 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present, and adding cement. Micro-cracking of the completed cement stabilized surface is required before HMA is to be placed directly on top of the cement treated surface, regardless of the AC thickness. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

The cement content must be 2% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 6” FDR section. The cement content must be 3% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 9” FDR section. The cement content must be

4% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 12" FDR section. Cement must be Type II or Type V Portland cement specified in ASTM C 150/150M.

301-8.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of grass and vegetation, and construction debris to prevent contamination of the pulverized materials. Mixing shall continue until, and at the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials are achieved.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications. Excess pulverized material shall consist of non-treated well mixed pulverized AC pavement and subgrade.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-8.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final pavement surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all the pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-8.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture before

shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

Recycling shall be performed to the depth provided in the plans, while incorporating stabilizing agents, mineral filler, additional aggregate and water. Mixing shall continue until, and the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials is achieved. Pre-cutting, grading and light compacting of the recycled material shall be performed prior to incorporation of the stabilizing. Spread cement uniformly over the full roadway surface width. Do not spread cement more than 30 minutes before mixing. Do not apply dry cement in windy conditions that will result in dust outside the FDR with cement area. The application rate must be the mix design rate or the ordered application rate in lb/sq yd ± 0.5 percent. The application rate of all stabilizing agents shall be continuously monitored. If the measured application rate falls outside the above tolerance, then the recycling operations shall be stopped and corrected before proceeding. Do not spread cement and aggregate before pulverizing.

Water must be injected through the pulverizing machine. The injection rate of mixing water must be sufficient to produce the FDR with cement material mixing moisture content. The water content of the stabilized material shall be monitored closely to ensure proper compaction. Mark where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark. Before compacting, remove solids larger than 3 inches in any dimension by hand.

Immediately after pulverizing and mixing, compact FDR with cement to the minimum relative compaction. Do not allow more than 2 hours between final mixing of the pulverized material with cement and completion of initial compaction before trimming. During grading and final compaction add water to maintain the mixing moisture content as described in the mix design. Do not allow more than 2 hours to elapse from the time water is added to the aggregate and cement to completion of final compaction after trimming.

Longitudinal joints between adjacent stabilization passes shall be overlapped at least 4 inches. Transverse joints between the recycling process shall be saw-cut, if necessary, to provide a vertical clean face to ensure proper compaction. Compaction of cementitious stabilizer begins within 20 minutes after mixing and achieving gradation and moisture requirements.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent FDR with cement.

301-8.5 Finishing. Once the entire working width (full lane width plus effected shoulder width) has been stabilized, and only after primary compaction has been completed, the entire working width shall be graded to the required profile and cross-slope. Disturbance to the stabilized and primary compacted material shall be kept to a minimum during this grading and shaping operation.

The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Immediately after compaction, apply water and roll with no vibration. The finished surface must be free of ruts, bump, indentations, segregation, raveling, and any loose material.

The completed cement treated subgrade shall be moist cured continuously until it is in a firm and unyielding condition. The cement treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer. Moisture curing shall be the only method of curing prior to micro-cracking.

Micro-cracking shall be performed with several vibratory roller passes 48 to 72 hours after finish grading to prevent severe, wide cracks from forming thus reduces the potential for reflective cracking through the HMA layer. Micro-cracking shall be performed before the application of asphaltic emulsion curing seal. After micro-cracking is complete additional moisture curing may be used. Any additional water required to achieve maximum density shall be applied by spraying the surface of the stabilized material with light applications. Care shall be taken so as not to over-apply additional water to any areas of the stabilized material.

While open to traffic and before placing HMA, maintain the FDR with cement surface free of ruts, bumps, indentations, raveling, and segregation. If FDR with cement material is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

Asphaltic emulsion curing seal must be applied on the completed cement treated base immediately before placing HMA. Asphaltic emulsion curing seal must comply with Caltrans Standard Section 94, Grade SS1 or CSS1. Dilute and thoroughly mix asphaltic emulsion for curing seal at a ratio of 1 part water to 1 part asphaltic emulsion. The water must no cause premature separation of the emulsion. Uniformly apply the diluted curing seal at a rate of 0.1 gal/yd2 of cement treated base surface.

SECTION 302 - ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING.

302-4.3.1 General. – *Add the following paragraphs:*
All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or granular Aluminum Sulfate.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weigh master's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall provide a drive upon scale at the project site or an alternate site approved by the City. The drive on scale shall show the net weight of the aggregate bin on each slurry machine before the machine and product will be approved for applying slurry on the project.

All slurry machines are to carry, at all times, a calibrated emulsion measuring stick. The emulsion measuring stick is to be calibrated in 10-gallon increments to the slurry machine it is used on. Emulsion measuring sticks from other slurry machines will not be allowed to measure the gallons of emulsions on the slurry machines they were not calibrated to. The emulsion measuring stick is to have the slurry machine number or identification permanently marked on the stick. The gallons of emulsion are to be measured with a calibrated emulsion measuring stick and recorded before leaving and after returning to materials site. Use of a slurry machine will not be allowed if it does not have a calibrated emulsion measuring stick.

The Contractor shall furnish prior commencing work, a calibrated stick in 10-gallon increments to measure the oil in the trailer storage tanks in gallons. The measuring stick shall be calibrated to the trailer storage tank it is used on. The inspector shall check the oil in each load "in and out" and in the storage tanks at the beginning and end of each day to determine the amount of emulsion used for that day. Emulsion is not to be transferred from delivery tank to on-site storage tank before the City performs the sieve analysis on the emulsion. Aggregate used in the slurry shall not exceed a moisture content of four percent (4%) by weight of dry aggregate.

Contractor may not schedule more than 150 tons of slurry to be placed per day. Slurry may not be applied at more than 150 feet per minute.

The Contractor shall provide a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system. The Contractor shall roll the required streets the same day they are slurried. The Contractor will be responsible for proper scheduling of the work such that the rolling can be properly done within the given time constraint. Failure to comply shall result in a $250.00/calendar day liquidated damage being assessed per incident. The cost of furnishing the roller and operator shall be included in the price paid for slurry seal.

The Contractor is hereby advised that City streets, parking lots, or other City-approved property will not be allowed as a site for stockpiling and batching. Arrangements for an acceptable site shall be the sole responsibility of the Contractor.

The Contractor shall sweep any raveled material on the street one (1) week after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall be adjusted to the field conditions of the raveling. If raveling continues within two (2) weeks of the initial placement, the street shall be swept and reslurried with a Type I mixtures (Local Streets) or a Type II (Arterial/Collector Streets) at no cost to the City. Raveling can be identified by the presence of "black pebbles" in the gutter.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least fourteen (14) calendar days prior to slurrying. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to slurrying. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for slurry seal.

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal. Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches. Use a material, such as building paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the material after use. Use hand tools to remove spillage.

Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore. The Contractor shall supply the City with licensed weighmaster's certificates of weight for all delivered aggregates to the job during the course of each day. Aggregate shall be delivered to the project only in the presence of a City representative. The Contractor shall also present weighmaster certificates for the amount of such aggregate remaining at the completion of the project at no cost to the City. Payment shall be determined by the amount that is physically placed, which cannot exceed the amount that is delivered to the job site with the certified weighmaster tickets. There shall be not outside work done utilizing materials from the tanks or stockpiles stored for the City's Contract.

Prior to storing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

The Contactor shall protect the wet slurry from traffic at all times and if damaged or defaced, the Contractor shall repair said damage at no additional cost to the City.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable

for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

302-4.8 Spreading and Application. - *Add the following paragraphs:*
Prior to applying slurry seal, the Contractor shall clean, to the satisfaction of the Engineer, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind or sandblast completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is necessary to provide a good bonding surface for the slurry seal, as well as eliminate "ghosting" of the old striping and markings as the new slurry wears off over time.

It is anticipated that nuisance water, such as storm water runoff and irrigation water, will run in and across the right-of-way at various time throughout the period of construction. It shall be the responsibility of the Contractor, at their own expense, to provide for and protect the work from such water. In addition, the Contactor's responsibility shall include handling nuisance waters such that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of work.

Slurry shall not be applied when the atmospheric temperature is less than 65ºF (18ºC).

The application of slurry shall not commence until after 8:00 a.m., and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried shall be closed from the time the application begins until the mixture as achieved sufficient set to be opened to traffic.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the reseal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

Each slurry crew shall be composed, at a minimum, of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, two squeegee men, and sufficient laborers for any handiwork and cleanup.

Surface oil and grease shall be removed or sealed with shellac or an equivalent material approved by the City before the application of the slurry seal. Full compensation for surface oil and grease removal shall be considered as included in the unit cost for slurry seal.

The Contractor shall roll all cul-de-sacs (the last 250' minimum), the last 250' of dead-end streets and knuckle curves. Full compensation for rolling the slurry shall be considered as include in the unit cost for slurry seal.

During slurry seal operations, it shall be the Contractor's responsibility to place protective covering over, or to otherwise avoid slurry seal coating of manholes, utility covers, pavement markers (reflective and non-reflective), concrete gutters, concrete cross gutters, and drainage facilities, survey monuments and remove said covering and/for slurry seal coating after slurry sealing has been completed.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

302-4.8.1 Crack Sealing and Filling. Crack sealing shall be performed prior to the Slurry Seal application. Pavement cracks 1/4" wide and larger shall be sealed. Pavement cracks 1/8" to 1" wide shall be cleared of all loose particles of dust, dirt and laitance with oil-free compressed air immediately preceding the sealing operation. Cracks shall be routed out as necessary to provide a reservoir for the sealer that will have a depth of l" to 1 1/2".

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. - *Add the following paragraphs:*
Asphalt concrete pavement structural sections equal to or greater than 3 inches (76 mm) in thickness shall be installed in two lifts. Base course aggregate material size shall be ¾ inch (19 mm) and cap course aggregate material size shall be ½ inch (13 mm). All pavement shall be placed over 4 inches of crushed aggregate base, unless compacted to 95% relative compaction.

All valves within project limits in the public right-of-way shall be raised to finish grade as a part of this work. The Contractor shall furnish and install new can or slip can materials as necessary. If new water valve lids are necessary, they shall be supplied by the Municipal Utilities and Engineering Department. All valve can lids within the project limits in the public right-of-way shall be painted the appropriate color for the utility they represent (ie. Water - Blue, Gas - Yellow, Fire – Red, etc.).

302-5.2 Timeline of Paving Operations.
All paving operations shall follow the timeline and requirements shown below unless otherwise approved by the City:

PAVING TIMELINE				
DESCRIPTION OF WORK	**TIME PERIOD**			
	WEEK 1 (DAY 1-7)	**WEEK 2 (DAY 8-14)**	**WEEK 3 (DAY 15-21)**	**WEEK 4 (DAY 22-28)**
PAVING (START TO FINISH) (1)				
CURE PERIOD (2)				
MANHOLE ADJUST TO GRADE (3)				
STRIPING & PAVEMENT MARKINGS (4)				
TRAFFIC LOOPS (5)				
NO PARKING SIGNS ALLOWED (6)				

Note: All time periods shown above are the maximum amount of allowable time for each activity. This timeline does not apply to the installation or repair of curb and gutter, ac dikes, sidewalks, cross gutters, curb ramps, driveway approaches or truncated domes.

(1) In no case shall any street segment remain unpaved longer than three calendar days if no other work activity is being performed on that street segment. Any deviation from the timeline shall result in a penalty assessment of $1,000 per calendar day.
(2) No work except cat tracking of proposed striping is allowed during this period; therefore "No Parking Signs" shall not be installed during this activity.
(3) Once each manhole is exposed, all associated work to adjust it to grade must be completed within 48 hours. This shall include all adjustments of manholes, vaults, valve cans, etc. as required by the Contract.
(4) All cat tracking and approval of proposed striping shall occur during the cure period.
(5) Traffic loops must be installed after the approval of striping layout and prior to the installation of thermoplastic striping and pavement markings.

(6) "No Parking Signs" shall be installed per Section 7-19 of these specifications.

302-5.4 Tack Coat. – *Delete and replace with the following:*
If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of High Performance Seal (HPS) No-Track Tack at an approximate rate of 0.05 gallon per square yard shall be uniformly applied upon the existing pavement preceding the placement of asphalt concrete. The surface shall be free of water, foreign material, or dust when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Engineer.

302-5.5 Distribution and Spreading. – *Add the following:*
Unless otherwise permitted by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widening, turnouts, left-turn pockets, and other such areas, shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes are changed, the top layer for the through lanes shall be paved first. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed or unless directed by the Engineer.

All screed extensions for paving machines shall be provided with a tamper, roller, or other suitable compacting devices.

Asphalt pavers shall be equipped with automatic screed controls and a sensing device or devices. Automatic grade and slope control shall be used for overlays.

All joints shall be sealed after rolling.

When placing asphalt concrete to the lines and grades noted in the plans or as approved by the Engineer, the automatic screed controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor shall use a ski device, the minimum length of the ski device shall be 30 ft. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor. The Contractor may use a laser to control the screed.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 ft long. The end of the screed farthest from center line shall be controlled by an automatic transverse slope device set to reproduce the cross slope approved by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 ft. tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting the next day's work.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Subsection 302-5.6.2 - Density and Smoothness, of the Standard Specifications, the paving operation shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. A drop-off of more than 0.15 ft will not be allowed at anytime between adjacent lanes open to public traffic.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 ft. nor less than 5 ft. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

302-5.6.1 General. - *Add the following paragraph:*
All asphalt concrete pavement abutting portland cement concrete gutters shall match and be flush with the gutter lip when finish rolling is complete.

302-5.6.2 – Density and Smoothness. – *Delete and replace with the following:*
The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The finished surface shall meet the following smoothness criteria:

- When a 12 foot long straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade,
- When a 12 foot long straightedge is laid on the finished surface perpendicular to the centerline of the roadway and extends from edge to edge of a traffic lane, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade.

If the top layer of pavement does not comply with the smoothness specifications shown, remove and replace the entire section or complete a grind and overlay of 1.5 inches or 3 times the aggregate size, whichever is greater. Grind and overlay will be considered as a repair method only when the thickness of the asphalt pavement section is greater than 1.5 inches following the required grinding. Corrected section shall be rectangular to the nearest pavement edge or lane line and to a crosswalk, concrete spandrel or other limits approved by the City. Do not begin

corrective actions until the method and limit of correction is authorized by the City. If the tolerances cannot be achieved by the methods described above, the contractor must re-pave the street section, in kind, at their own expenses.

The compaction after rolling shall be a minimum of 91 percent and a maximum of 97 percent of the density obtained on samples compacted with the California Kneading Compactor per California Test 304. Cores will be taken randomly by the City for laboratory testing per California Test 308, Method A at a frequency of three per lot. A lot shall consist of a maximum of 3,000 square yards of asphalt concrete and will be identified in the field by the City. The cores will be averaged to determine the percent of maximum theoretical density, as determined by ASTM D-2041, per lot to the nearest tenth of a percent.

Reduced payment factors for percent of maximum theoretical density will be per the following table, and will be applied to the entire lot sampled.

Reduced Payment Factors for Percent of Maximum Theoretical Density

Asphalt Concrete percent of maximum theoretical density	Reduced payment factor	Asphalt Concrete percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and replace	> 99.0	Remove and replace

In addition to the reduced payment factors below, all costs associated with the testing of the lot which resulted in values outside of the 91-97 percent range, will be withheld from the final payment due to the Contractor.

Following completion of the testing by the City, the core locations within the asphalt pavement shall be repaired by the Contractor.

302-5.6.3 Tracking. All areas receiving asphalt pavement shall be protected from tracking onto adjacent areas. Do not allow traffic on new asphalt pavement until its mid-depth temperature is below 140º Fahrenheit to minimize the tracking.

A rock dust blotter coat per Section 302-9.7 or a sand coat at a rate of 1-2 pounds per square yard shall be applied to the compacted surface for all areas where tracking is a concern. The application of tracking prevention measures shall be determined by the Contractor.

A haul route for all paving operations shall be reviewed and approved by the City prior to the start of any construction activity. No deviations from the approved haul route shall occur unless approved in writing from the City.

All tracking onto adjacent streets, striping or pavement markings shall be the responsibility of the Contractor. All striping and pavement markings shall be removed and replaced in kind by sandblasting. All tracking onto roadway surfaces may require the use of a street sweeper to the satisfaction of the City.

302-5.7 Joints. – *Add the following:*
Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected. Longitudinal and transverse joints shall be tested with a 12' straightedge and shall be cut back as required to conform to the provisions in Subsection 302-5.6.2 Density and Smoothness for surface smoothness. Connections to existing surfacing shall be feathered to conform to the provisions for smoothness.

Longitudinal joints in the top layer shall correspond with the edges of proposed lane striping. Longitudinal joints in all other layers shall be offset not less than 0.5' alternately each side of the edges of traffic lanes.

All feathered joints shall be sealed after rolling.

302-5.9 Measurement and Payment. – *Add the following:*
Reduced payment factors per 302-5.6.2 will be applied to the Contract Unit Price for lots with a Maximum Theoretical Density less than 91.0 and greater than 97.0 percent.

302-5.10 Hot Asphalt Leveling Course. Areas to receive the Hot Asphalt Concrete Leveling Course shall be determined and defined by the project manager and inspector, and identified to the Contractor in the field. Mix for hot Asphalt Concrete Leveling Course shall be 1/2 inch aggregate, C2, as defined in Section 203-6.4.3.

Areas to receive hot asphalt concrete leveling course shall be areas located near or adjacent to existing curbs and/or gutters that are potholed, or have the lip of gutter higher than the adjacent roadway. Potholes, large cracks, or ruts shall be filled to the surrounding grade elevation and

compacted. Hot Asphalt Concrete Leveling Course shall be completed prior to the placement of Type II Slurry Seal, ARAM or resurfacing.

Prior to placement of asphalt concrete, the surface shall be cleaned and all debris and deleterious materials shall be removed. A tack coat meeting the material and application requirements of Section 302-5.4 Tack Coat, shall be applied prior to placement of hot mix asphalt concrete.

302-5.11 Asphalt Pavement Crack Sealing and Filling. Crack sealing shall only be performed as a repair method for conventional hot mix asphalt pavement (HMA) and not installed at project locations which will have asphalt rubber hot mix (ARHM) used as the overlay material. Crack sealing shall be performed after milling of existing asphalt surface and prior to any leveling course, if necessary.

Right after milling of existing asphalt and before crack sealing or filling, Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least seven (7) calendar days prior to paving. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to paving. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for paving.

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1” wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.1 General. - *Delete the first sentence of paragraph 1 and replace with the following:*
"Concrete bridges, culverts, catch basins, retaining walls, abutments, piers, footings, foundations, drainage inlets, head walls, end walls, wing walls, junction structures, transition structures, manholes, and other similar types of portland cement concrete structures shall be constructed to the lines and grades in conformity with the Plans and Specifications.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General. - *Replace the last paragraph with the following:*
No PCC shall be ordered and/or placed until the forms and subgrade have been inspected and approved by the Engineer in the field.

All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the PCC.

The Contractor shall barricade and protect placed PCC from all damage, marks, mars, and/or graffiti. Any PCC damaged, defaced, discolored, or defective shall be replaced at the Contractor's expense.

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps. The Contractor is to construct all access ramps in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. If the ramps constructed by the Contractor are found to be in non-compliance with ADA Standards, the Contractor will be required to remove and replace the ramps to ADA Standards at the Contractor's expense.

303-5.1.2 Drainage Outlets Through Curb. - *Add the following paragraph*:
Coring shall be required for all drains through existing curbs.

303-5.1.3 Driveway Entrances. – *Replace the last paragraph with the following:*
Driveway approaches where required, shall be 150 mm (6") thick for single-family residential area, and 200 mm (8") thick for commercial driveway approaches.

303-5.1.4 Walk. The back of sidewalk shall be 2 inches from the street Right-of-Way line unless otherwise specified by the Engineer.

Included in the price of sidewalk construction are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished sidewalk surface, as a result of grade differentials from existing ground surface to proposed sidewalk surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

303-5.1.5 Access Ramps. Construction of curb ramps shall conform to the Type and Case appropriate for the condition, as specified on the plans and as shown within the 2012 Standard Plans for Public Works Construction, Plan 111-5. The Contractor shall be responsible to layout

the proposed access ramp to comply with the maximum slope indicated on the plans or Standard Plan 111-5. The maximum slope for the ramp shall not be exceeded unless otherwise approved in writing by the Engineer. The Contractor shall remove and replace access ramps deemed non-compliant with the plans or Standard Plan 111-5.

For proposed locations adjacent to a cross gutter spandrel, sawcuts along the radius of the curb will not be allowed. The spandrel shall be replaced from expansion joint to expansion joint to the extents of the curb removal. For proposed locations adjacent to curb and gutter, sawcuts along the flowline of the curb will not be allowed. The entire curb and gutter shall be replaced from expansion joint to expansion joint as required. Sawcuts at locations other than the expansion joint will not be allowed unless approved by the Engineer. Curb cuts of the existing curb will not be permitted for installation of proposed ramp. Any deviation from these requirements will result in rejection of all work at this location and shall not be included in progress payment requests until corrected, per direction from the Engineer.

The Contractor shall verify the extents of sawcut and removal for each access ramp taking into account the maximum slope and transition area required. It shall be the Contractor's responsibility to identify required removal limits, set concrete forms and verify maximum slopes are not exceeded. The Engineer shall be present to verify the concrete forms prior to the placement of the concrete at each location, however this does not alleviate the responsibility of the accuracy of forms or slopes of the access ramp from the Contractor.

Included in the price of access ramps are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished ramp surface, as a result of grade differentials from existing ground surface to proposed ramp surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

Access Ramps shall have truncated domes installed in accordance with standard plans and specifications. Truncated domes on new access ramps shall be Armor-Tile, Cast in Place System, or approved equal. Truncated domes installed on existing surfaces shall be Safety Sted TD, or approved equal. Truncated dome panels shall be 36"x48", inline configuration, with a spacing of 2.35" on center, and Federal Yellow in color.

The access ramp work shall include all related adjustments of pull boxes, pull box covers, signs, and protection of any underground utilities within the work area. The removal and replacement of up to 5 linear feet of sidewalk on each side of the access ramp shall be included within the cost of the access ramp. The removal and replacement of the sidewalk will allow for transition from the top of ramp to adjacent sidewalk and will be utilized as necessary.

303-5.4.3 Weakened Plane Joints, (a) General. - *Add the following paragraph:*

All weakened plane joints shall be spaced at a maximum of 3.05 m (10') feet for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

303-5.5.2 Curb. - *Replace the first paragraph with the following:*
PCC for curb and gutter shall be placed within three working days from removal of the existing PCC curb and gutter. The curb and gutter surface shall not vary more than 3 mm (0.01') from a 3 m (10') straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than 3 m (10') in length, and operated longitudinally over the surface of the concrete. Form clamps shall be constructed so as not to interfere with the operation of the float. The form on the front of the curbs shall not be removed less than one (1) hour, nor more than six (6) hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and face of the finished curb shall be true and straight, and top surface of curbs shall be of uniform width, free from humps, sags, blemishes, or other irregularities.

303-5.5.3 Walk. - *Add the following paragraphs:*
The sidewalk surface shall not vary more than 5 mm (0.02') from the 3m (10') straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of 100 mm (4") thick, except at driveways where the sidewalks shall be a minimum of 150 mm (6") thick for single family residential areas and 200 mm (8") thick for all other areas.

303-5.6 Curing. - *Add the following paragraph:*
Curing compound shall be translucent with red fugitive dye, Type 1, in accordance with Section 201-4 Concrete Curing Compound, of the Standard Specifications.

303-5.7 Repairs and Replacements. - *Add the following paragraphs:*
In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after 1:00 p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored, or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching, or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or control joint to score mark or control joint, and full width of the sidewalk. All replacement areas shall be saw cut.

303-5.8 Backfilling and Cleanup. - *Add the following paragraph:*
A minimum of 300mm (12”) wide full depth asphalt concrete pavement repair patch and an 450mm (18”) wide 1-1/2” deep grind outside of the trench width is required when cross gutter, spandrel, driveways, curb and gutter is placed adjacent to existing asphalt concrete pavement. The asphalt concrete pavement repair patch shall be placed within two (2) working days after the

cross gutters, spandrels, driveways, curb and gutter are replaced. The asphalt concrete pavement shall be sawcut. All work shall be in accordance with the General Permit Conditions and Trench Specifications, latest edition.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE.

304-3.4 Measurement and Payment. - *Delete paragraph 1 and replace with:*
Chain link fence will be measured along the horizontal projection line of the completed fence, deducting the widths of gates and openings.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL. - *Add the following paragraphs:*
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during all striping operations. Refer to Section 7-8.6.

Each storm drain catch basin or storm drain inlet box shall be marked "NO DUMPING - FLOWS TO CREEK." Two coats of paint are required. Stencil shall match City's stencil. Paint and painting shall comply with the specifications.

All street resurfacing work shall include installing fire hydrant pavement markers at all fire hydrant location, whether the pavement markers were existing or not. The pavement markers shall be Type I – Two-Way Blue Retroreflective per Section 214-6 of the Specifications and installed per City's detail drawing No. 102-0. All work associated with the installation of all new, or replacement of existing, fire hydrant pavement markers shall be included as noted within the specifications.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.1 General. – *Add the following paragraphs:*
During construction, if traffic legends or lane striping are removed or paved-over for any reason, they shall be replaced immediately with temporary traffic legends or lane striping as directed by the City, and the Contractor shall place permanent traffic legends or lane striping at the end of the job or on completion of final paving. When permanent items are placed, they shall be complete markings, legends, or striping i.e.: if limit lines are disturbed, they shall be replaced to centerline or from curb to curb, whichever was existing; if a letter in a word is removed or covered, the entire word shall be replaced; and lane striping shall extend 75 feet beyond construction limits. All replacement markings, legends, or striping required to be replaced beyond the contract limits shown shall be at the cost of the Contractor and shall meet City standards. If existing striping or legends are to be removed on existing surfaces, they shall be sandblasted. Painting over striping or legends in lieu of removal will not be permitted.

Pavement striping shall comply with the applicable provisions of Sections 214 and 314 of the Standard Specifications.

Where side streets with existing striping, markings and markers are encountered, striping, markings and markers shall be repainted and replaced for a minimum distance of 15 m (50 feet) from the crosswalk, stop bar or limit line.

314-4.2 Control of Alignment and Layout.

314-4.2.1 General. - Delete and replace with t*he following:*
The Contractor will be responsible for all layout of all striping. All striping, markings and markers shall be reinstalled in their existing locations unless otherwise shown on the plans. The Contractor shall be responsible to take appropriate measures and record the existing locations.

The Contractor shall verify all dimensions in the field prior to installation of pavement striping/marking layout (Cat-Track). Should field measurements differ from the plan, the Contractor shall immediately notify City staff. No Cat-Track marks shall be placed until discrepancies are resolved.

Cat-Track must be approved by City staff prior to the installation of permanent pavement striping/marking. Contractor shall notify City staff a minimum of 24 hours prior to installation of permanent pavement striping/marking to allow for inspection and approval. If approval of Cat-Track is not obtained by the Contractor, all work required to correct the striping/marking will be at the expense of the Contractor

Cat-Track marks shall be made in chalk. Paint for the purpose of Cat-Track is prohibited. If paint is used, the Contractor must remove the paint without damaging or visually deforming the pavement surface. If damage or visual deformity within the removal area occurs, in the opinion of City staff, the Contractor shall grind and overlay the entire segment with no additional compensation. The area of the grind and overlay shall be as required by City staff and shall be a minimum of 0.10' thickness.

All visible Cat-Track markings after the installation of the permanent striping/marking shall be removed without damage or visual deformity to the pavement surface. Any damage or visual deformity to the pavement shall be remedied as noted above.

314-4.3.5 Application. - *Amend the first sentence in paragraph 8 as follows:*
"Glass beads shall be applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

314-6 GREEN BIKE LANE. Green bike lanes shall be installed per plan and conform to the technical specifications included within the contract documents and shall be Streetbond CL or approved equal.

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GENERAL REQUIREMENTS

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SECTION 01110 COORDINATION OF WORK

PART ONE -- GENERAL

1.1 SEQUENCE OF WORK

The contractor shall submit the construction schedule in accordance with Section 01321 of these specification.

The Contractor shall arrange the schedule of work, but it must adhere to the following restrictions:

1. Contractor shall schedule full work days of operation until completion.

2. Citywide events shall be considered with the schedule for construction. The events calendar will be provide at the pre-construction meeting. Updated events calendar will be provided during subsequent weekly construction meetings.

3. Construction around school zone shall be taken into consideration to avoid interference with the drop-off and pick-up times for each specific school.

4. Only one (1) side of the street may have construction activity at a time, unless approved by the City. It is not permitted to do construction on both sides of the street simultaneously.

5. Utilities Project (sewer & water), and other projects, may be under construction concurrently. Detailed construction activities and construction schedule will be provided during weekly construction meetings.

6. Due to high volumes of traffic, one lane of traffic must be maintained in each direction at all times.

1.2 UTILITY COORDINATION

During construction, if City owned utility facilities are damaged, contractor shall inform the City. City crew will respond within two hours and assess the condition and perform any necessary remedial work as quickly as possible. No additional compensation will be granted to the contractor for any delay due to the damage and repair of the utility facility. Other utilities not owned by the City, contractor should notify and coordinate with the utility owner.

END OF SECTION

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SECTION 01111 TRAFFIC CONTROL PLAN

A. General

The intent of this specification is to provide the format and requirements in preparation of the Traffic Control Plan (TCP).

B. Format

1. The sheets of the TCP shall display, at a minimum, the title of the project, name of firm preparing the TCP, name and stamp of Registered Traffic or Civil Engineer preparing the TCP, approval block for City of Redlands approval, north arrow, title sheet with an index of the sheets, sheet number, and total number of sheets.

2. The TCP shall be drawn to a 1 inch = 40 scale, or as otherwise approved by City staff, on common size sheets ranging from 8-1/2 inches x 11 inches, 11 inches x 17 inches or 24 inches x 36 inches as determined appropriate based on work area.

3. TCP must be prepared and approved by a Registered Traffic or Civil Engineer in the State of California.

C. Requirements

The TCP shall contain the following items and scenarios of traffic control:

1. Removing of existing shrubs, trees, and roots; construction of AC dike, trail, and pavement; construction of PCC trail, sidewalk, mow curb, and ramps; slurry seal; and signing and striping;

2. All required detours;

3. Provide 4 changeable message boards, Solartech MB2-LR-1548 or approved equal, located throughout the project area to provide advance notification as work progresses; and

4. The TCP shall be completed in conformance with Section 7-10.2.2.1 of the General Conditions and adhere to the following:

    a. At least one lane of traffic shall be open on all roadways with appropriate traffic control and flaggers;

    b. On street parking, where currently available, shall be open to the public outside of working hours; and

    c. Shall be completed in conformance with all additional requirements from permitting agencies, such as Caltrans and SBCTA.

END OF SECTION

SECTION 01112 DESCRIPTION OF WORK

PART ONE -- GENERAL

1.1 SUMMARY

A. The work to be done under this Contract includes the furnishing of project management, labor, materials, tools and equipment for the construction of the Redlands Regional Connector (South) Project for the City of Redlands, all in accordance with the Contract Documents.

B. The following contract drawings are made a part of these Contract Documents:

Title	Sheet No.
Title Sheet & Vicinity Map	1
General Notes and Details	2
Street Improvement Plan	3
Trail Improvement Plan	4-7
Signing and Striping Plan	8-9

1.2 GENERAL SCOPE OF WORK

A. Work In This Contract: Work in this Contract includes all labor, materials and equipment necessary for construction of the Redlands Regional Connector (South) Project as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of all traffic control (including furnishing and installing all arrowboards, barricades, signs, delineators, and flagmen); all earthwork (including trenching, shoring, sloping, bedding, and backfilling including select imported material or select native material); installing new concrete and asphalt trails with crushed aggregate base and grading; concrete and asphalt removals and disposals; installing new concrete sidewalk and ADA compliant curb ramps; installation of AC Pavement; installing all striping and signage as noted on the plans, including all incidentals; and protecting in place all existing utilities.

2. The contractor shall, upon completion of the Redlands Regional Connector (South) Project, and appurtenances required herein, initially operate all components of the Contract Work furnished and installed by Contractor, and make any additional adjustments, corrections, repairs, replacements, and reconstructions necessary to provide the City with a complete trail.

3. The Contractor shall provide requested Caltrans documentation throughout the project.

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SECTION 01200 MEASUREMENT AND PAYMENT

A. Work Listed in the Schedule of Work Items

1. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

2. A retention of five percent (5%) of the value of work completed will be withheld from progress payments. This retention amount will remain constant throughout the contract period and will not be payable until the expiration of thirty-five (35) days after the recordation of the Notice of Completion.

B. Work Not Listed in the Schedule of Work Items

The General Conditions and items in the Special Provisions, general requirements, and specifications which are not listed in the schedule of work items of the bid form are, in general, applicable to more than one listed work item, and no separate work item is provided therefore. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the bid form.

The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the bid form, include the cost for that work in some related bid item so that the proposal for the project reflects the total cost for completing the work in its entirety.

The Contractor may experience difficulty in excavation due to rock or unsuitable backfill material throughout the project locations. It shall be the Contractor's responsibility to identify these areas and account for difficulty in excavation, the need to export rock or unsuitable backfill material and the need to import suitable backfill material. There will not be additional contract time or additional compensation for any project locations where any of these circumstances occur.

C. Bid Items

1. Mobilization, Bid Item 1:

Payment for Mobilization shall be made at the contract price per lump sum (LS) and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01721. The bid price shall include, but not limited to, preliminary construction schedule, bonds, insurance, installation and relocation of information signs, installation and implementation of traffic control items per Section 01111, shop drawings, catalog submittals and shall constitute full compensation for all labor, material, equipment

and incidentals required. The bid price for mobilization shall not exceed 5 percent of the Bid Schedule total price.

2. Construction Survey and Monumentation Restoration, Bid Item 2:

Payment for Construction Survey and Monumentation Restoration shall be made at the contract price per lump sum (LS) and shall constitute full compensation for research, construction surveying, construction staking, preparation and submittal of surveying cut sheets, tying existing control monuments that may be damaged or disturbed prior to construction, verifications of horizontal and vertical position of existing control monuments, recovery and reestablishment of damaged or disturbed control monuments after construction, preparation and submittal of corner records to applicable government agencies, and shall include all labor and incidentals noted within Section 01722.

Payment for the Construction Survey and Monumentation Restoration shall be made based on the percentage of project completion to ensure compliance with all requirements throughout the duration of the contract. The completeness shall be determined by the Engineer and updated on progress payments.

3. Temporary Traffic & Pedestrian Control, Bid Item 3:

Payment for Temporary Traffic and Pedestrian Control shall be made at the contract lump sum price and shall constitute full compensation for preparation, approval and shall include all labor and incidentals noted within Section 01111.

Payment for the Temporary Traffic and Pedestrian Control shall be made based on the percentage of project completion to ensure compliance with all requirements. The completeness shall be determined by the Engineer and updated on progress payments.

4. Erosion Control, Bid Item 4:

Payment for Erosion Control Plan shall be made at the contract lump sum price and shall constitute full compensation for preparation, approval, NPDES Permit and shall include all labor and incidentals noted within Section 01572.

Payment for the Erosion Control Plan shall be made based on the percentage of project completion to ensure compliance with all requirements. The completeness shall be determined by the Engineer and updated on progress payments.

5. Clearing, Grubbing and Removals, Bid Item 5:

Item also includes all necessary dust control, clearing, grubbing, and removals such as removals of existing vegetation (shrubs, trees, and roots less than 36” in diameter), rubbish, and utilities as required for the construction of the proposed improvements under these bid items.

Payment for Clearing, Grubbing And Removals shall be made at the contract price per lump sum (LS) as specified on the bid schedule and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Contract Documents and Specifications, Standard Drawings,

supplemental details, these Special Provisions, and as directed by the Engineer or his appointed designee, and no additional compensation will be allowed therefor.

6. Install Reflective Delineator (Type E), Bid Item 6:

Payment for reflective delineator shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. Reflective delineators (Type E) shall be installed per Caltrans Std. A73C on Sheet 2. No partial payment will be released. All must be complete and operable before any compensation will be released.

7. Construct 2.5" AC over 4" Aggregate Base, Compact Top 6" to 95% Compaction, Bid Item 7:

Item includes but is not limited to 2.5" AC over 4" aggregate base as specified on the project plans and specifications; construction surveying, potholing existing utilities, construction staking, traffic control, dust control, grading, removal of all trash, organics and asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall also include all clearing and grubbing per Section 300-1 of the General Conditions. Grading and shaping shall conform to Section 300, 301 and 302 of the General Conditions.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment, and incidentals required. No partial payment for Construct 2.5" AC over 4" Aggregate Base will be released. All must be complete and operable before any compensation is released.

8. Slurry Seal (Type II), Bid Item 8:

Item includes but is not limited to crack filling, crack sealing, placement of leveling course, localized and isolated base repair, depressed trench line repair, complete removal of existing striping and pavement markings, as well as per specification Section 302 of General Conditions. Payment for Type II Slurry Seal shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment, and incidentals required for Type II Slurry Seal placed. Payment shall be on a monthly basis and on total amount of Type II Slurry Seal placed per bid once streets are thoroughly prepared per plans and specifications and accepted by the City staff. All must be complete and operable before any compensation will be released.

9. Remove and Replace 4" PCC Trail Over 95% Compacted Native, Bid Item 9:

Item includes but is not limited to the removal and replacement of 4" thick PCC Trail (560-C-3250), compact top 4" to 95% compaction as specified on the project plans and specifications; construction surveying, potholing existing utilities, construction staking, traffic control, dust control, grading, removal of all trash, organics and concrete/asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall include all clearing and grubbing per Section 300-1 of the General Conditions. Grading and shaping shall conform to Section 300, 301, and 302 of the General Conditions.

Bid item 9 includes but is not limited to erosion control, sawcutting, removal of varying thickness trail, earthwork and compaction as required for the construction of new 4" thick concrete trail. Trail shall match existing width and appearance of adjacent areas, such as score lines and finish. Item also includes all necessary dust control, clearing, grubbing, grading, irrigation repair, information signs, survey monument preservation, and removals such as removals of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under this bid item.

Payment for this item shall be made at the contract unit price per square foot (SF) and shall constitute full compensation for all labor, material, grading, equipment and incidentals, and for doing all the work involved in preparing, the surface, and placing the PCC Trail. No partial payment for sidewalk removal and replacement will be released.

10. Construct 4" Thick P.C.C. Sidewalk Over 95% Compacted Native, Bid Item 10:

Item includes but is not limited to the installation of 4" thick PCC Sidewalk (560-C-3250), compact top 4" to 95% compaction as specified on the project plans and specifications; construction surveying, potholing existing utilities, construction staking, traffic control, dust control, grading, removal of all trash, organics and concrete/asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall include all clearing and grubbing per Section 300-1 of the General Conditions. Grading and shaping shall conform to Section 300, 301, and 302 of the General Conditions.

Bid item 10 includes but is not limited to erosion control, sawcutting, earthwork and compaction as required for the construction of new 4" thick concrete sidewalk. Sidewalk shall match existing width and appearance of adjacent areas, such as score lines and finish. Item also includes all necessary dust control, clearing, grubbing, grading, irrigation repair, information signs, survey monument preservation, and removals such as removals of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under this bid item.

Payment for this item shall be made at the contract unit price per square foot (SF) and shall constitute full compensation for all labor, material, grading, equipment and incidentals, and for doing all the work involved in preparing, the surface, and placing the PCC Sidewalk. No partial payment for sidewalk removal and replacement will be released.

11. Construct PCC ADA Curb Ramp Including Curb and Gutter, AC Slot Patch, Retaining Curb, and Sidewalk, Case and Type as Shown on Plans, See Curb Ramp "1", Curb Ramp "2", and Curb Ramp "3" on Sheet 2, Bid Item 11:

Item includes but is not limited to earthwork, sawcuts, removals of varying thickness concrete, earthwork, dust control, grading and compaction as required for the construction of the proposed improvements under this bid item. Ramps shall include cast-in-place truncated domes. All work shown on plans shall be per section 303 of the General Conditions.

The extent of work for the installation of the ADA Access Ramp shall be as outlined on the referenced APWA Standard Plan and shall include all improvements necessary to install the ramp, including but not limited to, curb and gutter, cross gutter, cross gutter removal, utility cover adjustments, asphalt pavement trench repair and necessary flatwork to install ramp grooves. Included in the price of ADA access ramp is all required sidewalk removal and replacement required to install access ramp and provide a compliant transition to the adjacent sidewalk.

Included in the price of ADA access ramp construction are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished sidewalk surface, as a result of grade differentials from existing ground surface to proposed sidewalk surface. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

Also included in the price of ADA access ramp construction are relocation and repair of irrigation systems per section 212 of the General Conditions, surveying, construction staking, forming and survey monument preservation per section 01722 of the General Requirements.

Ramp types are specified on the plan based on the visual judgment. In any case, if the specified ramp type is not feasible for the particular location, contractor shall propose the alternative ramp type that could be constructed per specifications. The alternate ramp type shall be approved by the City staff. Any re-work, re-forming, additional time or additional work due to change of the ramp type shall be considered in the unit price of ADA access ramp construction.

Payment shall be made at the contract unit price per each (EA) and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required. No partial payment for ADA ramps will be released. All must be complete and operable before any compensation will be released.

12. Construct PCC Mow Curb, Bid Item 12:

Item includes but is not limited to the installation of PCC mow curb as specified on the project plans.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

13. Install 3 Rail PVC Fence Per Detail on Sheet 2, Bid Item 13:

Payment for 3 rail PVC fence shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

14. Adjust Water Valve/Water Meters Boxes to Grade, Bid Item 14:

Item includes but is not limited to adjustment of the valve/meter box ring/cover, rim to the finished grade of the street. Valve/meter box shall be re-constructed per City of Redlands Standard, A-20514 and City of Redlands Standard, W-9. Item also includes all necessary dust control, clearing, grubbing, and removals such as removals of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under this bid item.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

15. Adjust Manhole Frame and Cover to Grade, Bid Item 15:

Item includes but is not limited to adjustment of the manhole ring/cover, rim to the finished grade of the street. Manhole shall be re-constructed per City of Redlands Standard, A-101and/or A-95 Revision D and shall include the construction/reconstruction of the concrete collar per City of Redlands Standard, A-106. Item also includes all necessary dust control, clearing, grubbing, and removals such as removals of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under this bid item.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

16. Construct Gate as Shown on Plans, Bid Item 16:

Item includes but is not limited to the installation of three (3) gate as specified on the project plans.

Payment for pipe gates shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

17. Construct Removable Bollard, Bid Item 17:

Item includes but is not limited to the installation of removable bollards as specified on the project plans.

Payment for removable bollard shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

18. Restore Irrigation in Kind, Bid Item 18:

Payment for restoration of irrigation in kind shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

19. Restore Landscape in Kind, Bid Item 19:

Payment for restoration of landscape in kind shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

20. Signing and Striping, Bid Item 20:

Payment for the installation of striping and signage improvements shall be included in the contract price per lump sum (LS) and shall include surface preparation, layout, material placement, curing, protection, testing, and all labor, materials, tools, etc. to install striping and curb paint.

The price shall include, but not be limited to the removal of all temporary traffic control measures installed following pavement resurfacing installation of additional sign bolts and supports and the adjusting the location of existing posts as noted on the plans, to clear obstructions not noted on the plans at the direction of City staff, the installation of cat tracking and adjustment if field inspection requires.

21. Unforeseen work not covered within all other bid items, Bid Item 21:

Payment for the unforeseen work not covered within all other bid items shall be made at the contract price per lump sum (LS) and shall constitute full compensation for all labor, materials, equipment, and incidentals required. Unforeseen work must be approved by the City staff before doing any work and pay estimate shall be negotiated based on unit price already established with the bid proposal for this project. Any required work that is outside of the proposed bid unit cost, shall be performed based on the Time and Material (T&M) basis and T&M cost shall be negotiated and approved by the City staff prior to performing the work. Unforeseen work will be paid in each billing cycle with a percentage of the lump sum cost included in the bid. This item may not be spent entirely.

22. Demobilization, Bid Item 22:

Payment for Demobilization shall be made at the contract price per lump sum (LS) and shall constitute full compensation for preparation, approval, and shall include all labor and incidentals noted to complete the Demobilization per Section 01740.

END OF SECTION

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SECTION 01251 CHANGE ORDER REQUESTS

1.1 GENERAL

A. All quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in EXTRA WORK of the GENERAL CONDITIONS shall be submitted to the ENGINEER, in writing, on the Change Order Request (COR) Cover Sheet and the Change Order Cost Summary Form, both attached, and in conformance with the requirements of Section 01254 CHANGE ORDERS. The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the ENGINEER. The CONTRACTOR shall submit its written cost quotation and Time Impact Analysis not later than fifteen (15) days after being requested to provide such quotation, unless the ENGINEER allows more time. Delays in submitting quotations beyond the fifteen (15) days set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the project, shall not be cause for a claim or a time extension under the Contract.

B. The ENGINEER'S request for quotation on a preliminary change shall not be considered authorization to proceed with the changed work prior to the issuance of a final Lump Sum or Time & Material Change Order, unless directed otherwise, in writing, by the ENGINEER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

END OF SECTION

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CHANGE ORDER REQUEST (COR)

Project Name:		**COR Number:**	
Project Number:		**Date of Request:**	
Requested By:			

Change Name:	

Description of Change (Required):

Reason for Change (Required):

Location of Change (Required): List all locations if various locations are included in this Request

Additional Days Requested Due to Change (If Applicable):

Total Net Change in Cost: Note: Attach all supporting documents for cost justification	$ 0.00

Requestor:

Signature: _____

Title: _____ **Date:** _____

Change Order Cost Summary

Project Name :

Change Order Request No. :

Date :

		Direct Labor	Direct Materials	Direct Equipment		Totals
(1):	Lump Sum Work by Prime Contractor	$0.00	$0.00	$0.00		
(2):	"T&M" Work by Prime Contractor	$0.00	$0.00	$0.00		
(3):	Subtotal - Direct Work (Prime Contractor)	$0.00	$0.00	$0.00		
(4):	All Lump Sum Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(5):	All "T&M" Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(6):	Subtotal - Direct Work (all subcontractors)	$0.00	$0.00	$0.00		$0.00
					Add each of the three columns across and enter to the right.	
(3)+(6)=(7):	Total - Direct Costs	$0.00	$0.00	$0.00		$0.00
(8):	Markup	(20% of direct labor) $0.00	(15% of direct mat'l) $0.00	(15% of direct equip) $0.00		$0.00
(9):	Prime Contractor Markup for subcontractors				10% of line (6) direct sub work up to $5,000 plus 5% of line (6) direct sub work over $5,000	
(10):	Bonds & Insurance				1% of line (7) all direct work	$0.00
(11):	Additional amount permitted by Contract					
(12):	**GRAND TOTAL**				Add sums of lines) (7), (8), (9), (10) and (11)	**$0.00**

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SECTION 01254 CHANGE ORDERS

PART ONE -- GENERAL

1.1 REQUIREMENTS

Payment to the Contractor, or credit to the City, for any change, addition, deletion or extra to the Work, or settlement of any Claim, covered by any Change Order, shall be determined by the methods set forth herein. The Engineer may change the Plans and Specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and the City, which shall be executed by a Change Order.

Unless otherwise stipulated, "Unit Prices" include all costs necessary to furnish, install and complete the Work. The "Unit Prices" include all direct costs for labor, equipment and materials, all insurance and bond costs, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but is not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax.

A. Unit Prices

Unit prices stipulated in the Bid or itemized in the approved Schedule of Values shall be utilized, where they are applicable and determined reasonable by the Engineer. In the event that the Change Order results in a change in the original quantity of more than twenty-five percent (25%), either increase or decrease, then either the Engineer or the Contractor may request a review of the unit price to determine if a new unit price shall be mutually determined by negotiation. Any new unit price mutually determined under this Subsection shall only apply to the units in excess of one hundred twenty five percent (125%) of the original quantity for overruns. In case of underruns, the unit price stipulated in the Bid shall be applied to the first twenty-five percent (25%) of the actual quantity of work performed and the new mutually determined price shall be applied to the quantity between twenty-five percent (25%) and seventy-five percent (75%) of the original quantity.

Renegotiated unit prices or unit prices for new items added to the Contract by Change Order shall be determined in accordance with Subsections B through G. Whether stipulated in the Bid, itemized in the approved Schedule of Values or renegotiated, the unit prices used for payment constitute the total adjustment with no further costs owed for overhead, impact, profit, delay or impact to unchanged portions of the Contract, or any other reason. The unit price shall be full and final compensation as described in Subsection D.

The cost proposals for renegotiated unit prices shall be presented in accordance with the provisions of Subsections B through G. Should any Bid Item be deleted in its entirety, the amount bid for that bid item shall be subtracted from the total Contract amount. The Contractor shall be paid only for the actual cost incurred prior to the notification of such deletion for that Bid Item.

B. Lump Sum

The Engineer and the Contractor may mutually determine a total sum for the Extra Work. The Contractor shall summarize the total cost and furnish a breakdown of the proposed lump sum costs satisfactory to the Engineer in accordance with Subsections B through G. Such lump sum costs shall be full and final compensation as described in Subsection D. The Contractor's quotation shall conform to the requirements of Section 01251- Change Order Requests, and be submitted in the Change Order Cost Summary Form provided (see Attachment 01251-A1). The Change Order Cost Summary Form cannot be used to nullify or supercede any specification or contractual provision.

If the method or amount of payment cannot be agreed prior to performing the Extra Work, the Engineer may unilaterally issue a Change Order in the amount determined reasonable by the Engineer for the Extra Work and direct the Contractor to proceed immediately. The Engineer also has the option to issue a Change Order directing the Work be done on a Time and Materials basis with the Contractor providing all labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. Estimates for lump sum quotations and accounting for Time and Materials work shall be limited to direct expenditures necessitated specifically by the subject Extra Work, and shall be segregated as follows:

1. Labor, up to and including working general foremen, who are directly assigned to the Extra Work. Employees identified as superintendents or non-working general foremen shall not be charged as labor on Extra Work. The labor costs shall include actual documented payroll costs including wages, payroll taxes as established by law (i.e., FICA, Federal and State Unemployment Taxes), fringe benefits as established by negotiated labor agreements, and any insurance costs (such as Worker's Compensation and General Liability Insurance but shall not include Automobile Liability Insurance or any other insurance costs). A detailed breakdown of those

subcomponents of labor costs, by all crafts shall be submitted to the Engineer, by the Contractor and all Subcontractors, for approval, as part of the documentation of labor costs, within ten (10) working days after issuance of the Notice to Proceed. No other subcomponents of labor costs shall be considered, unless approved in writing by the Engineer.

The labor cost is not allowed to be increased by using labor classifications with paygrades higher than necessary to accomplish the Work.

2. Materials: The cost of materials used in performing the Extra Work will be the cost, including sales tax and freight, to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, except as follows:

   a. Cash or trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by the Contractor.

   b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Supplier markup, except for actual costs incurred in the handling of such materials, will not be allowed.

   c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the Jobsite, whichever price is lower.

   d. If, in the opinion of the Engineer, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the Jobsite less cash or trade discount. The City reserves the right to furnish materials for the Work and no claim shall be made by the Contractor for costs and profit on such materials.

   e. For the purposes of this Section, a "Supplier" is defined as any person or persons, firm or business, who supplies materials of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the Contractor, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.

3. Equipment Costs, including ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of $500. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform work on the Extra Work described in the Change Order and the Contractor can demonstrate that the changed work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in Subsection G.

4. Small tools, equipment, consumables and incidental costs: No separate payment will be made for the use of small tools or equipment with a replacement value of $500 or less. This applies to tools and equipment owned by the Contractor or its subcontractors of any tier. Also, no separate payment will be made for fuel, lubricants, tool or equipment repairs, tool or equipment maintenance, consumables, drinking water, sanitary facilities or other incidentals. These costs are already included as a part of Markup.

5. Subcontractor Costs, including their overhead and profit, provided that such costs are direct costs to the Contractor for performing the Extra Work as set forth in Subsections B through G.

C. Time and Materials Work

The costs of all Changed/Extra Work submitted under the Time and Materials (T&M) method shall be formulated in accordance with the provisions of Subsections B through I.

Unless otherwise stipulated on the Change Order, the "Not-to-Exceed" amount for all T&M Change Orders is $10000. The Contractor is responsible for tracking costs and for notifying the Engineer in writing when costs approach 50% and 75% of the "Not-to-Exceed" amount. In addition, if the Changed/Extra Work cannot be completed within the "Not-to-Exceed" limit, the Contractor shall notify the Engineer in writing, and in a timely manner, that the limit requires an increase. The City will only reimburse eligible costs up to the "Not-to-Exceed" amount.

The Contractor shall notify the Inspector at the beginning of each day when Changed/Extra Work is being performed. The Contractor shall notify the Inspector of the Changed/Extra Work being performed and describe the personnel involved, whether by Contractor forces or by its subcontractors at any tier. Failure to notify the Inspector prior to the start of Changed/Extra Work serves as the Contractor's waiver to claim for compensation on that day.

For each working day, the Contractor shall submit a "Daily Extra Work Report" (DEWR) to the Inspector. The "Daily Extra Work Report" shall summarize labor,

equipment and materials supplied. The Inspector will only consider Forms that are properly completed as described below.

1. Separate forms must be used for labor and for equipment/materials.

2. Labor, equipment, material or expenditures that are not included on The DEWR are ineligible for payment. There will be no exceptions to this requirement. It is the responsibility of the Contractor to include any and all items of labor, equipment, or material for which it requests compensation for each day's work completed.

3. Information required on the Labor form shall include name of personnel, personnel classification, and only the number of hours worked on Changed/Extra work for the day being reported. Since the overhead allowance already includes all necessary supervision, any hours for additional supervision or non-working foremen are ineligible for additional payment. The premium pay for a general foreman is eligible for payment only if the general foreman is a working foreman and a general foreman was required by a Union Labor Agreement or otherwise approved by the Inspector. The general foreman rate is eligible for payment only during the time that a general foreman was required for the Changed/Extra Work.

4. Information required on the Equipment/Material shall include Contractor-owned equipment and/or tools, and rented equipment or tools for which compensation is requested. Information shall include the type of equipment, size of equipment, equipment identification number, appurtenances, and only the number of hours worked on the Changed/Extra work.

5. The only allowable materials are materials delivered to the job site and/or incorporated only into the Changed/Extra work. The allowable materials shall be listed on the T&M sheet for the day that they are delivered to the job site and/or incorporated into the Changed/Extra work.

6. Delivery ticket(s) and/or bill(s) of lading for rental equipment and/or tools delivered to the site and/or material incorporated into the work for the day being reported must be attached with the T&M sheet for that day. No payment will be allowed for materials and/or rented equipment unless receipt(s) or bill(s) of lading is attached. If the request for payment is not substantiated by original vendor/supplier invoices, acceptable copies of original invoices, or other documentation acceptable to the Inspector, the City may establish the cost of the item(s) at the lowest possible wholesale price or rental rate applicable while the work was being performed.

7. Failure to submit the required "Daily Extra Work Report of Time and Material Work" by the close of the next working day shall waive all rights for that day unless otherwise approved by the Inspector. Work that cannot be substantiated by a "Daily Report", approved and signed by the Inspector, is ineligible for payment.

8. The Contractor is responsible for preparing the "Daily Extra Work Report" for work by its Subcontractors and submitting the Forms to the Inspector on time.

9. The Contractor must have each "Daily Extra Work Report" verified by the Inspector. After the "Daily Extra Work Report" is approved by the Inspector, both the Contractor and Inspector sign the report. The original "Daily Extra Work Report" is retained by the Inspector with a copy provided to the Contractor.

10. When the "Daily Extra Work Report" is signed by the Inspector and the Contractor, it is binding on the Contractor and its Subcontractors.

11. When agreed to by the Inspector, the Contractor may submit a supplemental "Daily Extra Work Report" for labor, materials, or equipment for which the Contractor requests compensation but failed to list on the original daily report.

    a. These supplemental forms shall be marked "SUPPLEMENTAL".

    b. Unless otherwise approved by the Inspector, the supplemental forms may only be submitted for approval up to two (2) working days following the date when the work was performed.

No payment will be allowed for labor, materials, or equipment included on T&M sheets not signed by the Contractor and the Inspector. Payment will not be allowed for labor, materials, or equipment included on T&M sheets signed by anyone other than the Inspector or the Inspector's immediate supervisor.

D. General

It is the intent of the City to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph shall be made a part of all Change Orders, whether included or not on the actual change order:

> "The compensation (time and cost) set forth in a Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees on behalf of himself, all Subcontractors, and all

Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of himself, all subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals; lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.

Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the Contractor can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the Contractor, or any Subcontractor, at any tier, and that such delays did or will, in fact, delay the progress of the Work as a whole. The Contractor shall not be entitled to a time extension unless it submits a Time Impact Analysis which is a calculation of the extent of the delay to the end date of the Work and which shows that the Work has been or will be extended beyond the current Contract completion date. A Time Impact Analysis is a scheduling procedure which utilizes the networking techniques (fragnets) and a written analysis of the facts associated with the alleged delay to demonstrate the effect of the alleged delay on the critical path of the schedule. A "fragnet" is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing current updated schedule to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work and shall be the sole method for incorporating delays and impacts into the schedule. The objective of a

Time Impact Analysis is to pinpoint, isolate, and quantify all time impact associated with a specific issue and determine its time relationship to past or current delays. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the currently approved monthly updated project schedule. Time extensions shall not be granted, nor delay damages of any kind whatsoever paid to the Contractor, until all available float, slack, or contingency time on the project is used and the end date of the Work is moved beyond the current, adjusted Contract completion date.

The cost summary, cost breakdowns and requests for cost reimbursement submitted by the Contractor (for delay, disruption, hindrance and interference associated with the changes, additions, deletions or extras) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual, change, addition, deletion, extra and (on an event-by-event basis) each individual delay or disruption event. Such cost summaries, breakdowns or requests shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the Contractor's additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between Contractor's total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect (i) the actual costs incurred or saved for each individual item of Extra Work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and, (ii) on an event-by-event basis, the effect of each delay or disruption that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.

Except as provided in Section 6-6 of the General Conditions, Contractor shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).

Contractor waives any claim or rights and remedies based on abandonment, quantum merit, rescission or other similar legal theory by reason of any of the following circumstances, which the Contractor acknowledges and agrees are within the reasonable contemplation of the parties: (i) changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope,

number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) the issuance and performance of changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) changes due to Differing Site Conditions; (iv) suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of City or in the interests of the Project; (v) delay or disruption to the Work due to failure of the City, Engineer or Inspector to timely perform any contractual obligation.

E. Markups – Overhead and Profit

1. In addition to the direct expenditures specified for labor, materials and equipment in Subsection B, a lump sum will be paid for all overhead and profit, including: All insurance costs other than specifically mentioned in this Section, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but are not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax. Such lump sum shall conform to the following schedule of percentages of the total amount of direct expenditures of the Contractor and subcontractors.

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Direct Labor	20%
2) Direct Materials	15%
3) Direct Equipment	15%

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in (a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

2. Bonds and Insurance

An additional allowance of one percent (1%) of all direct costs (less markup) is allowed.

3. Add/ Deduct Changes

The overhead rates determined above shall be applied to all additive Change Orders, except those utilizing as-bid Unit Prices listed in the Bid Proposal.

Any change in the Work involving both extras and credits shall show a net total cost, including subcontracts. Allowances for overhead and profit to the net total cost, as specified herein above, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was signed.

4. When all or any part of the extra work is performed by a Subcontractor, the markup established in subsection 1.1.E.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

F. City Furnished Materials, Equipment and Services

The Engineer reserves the right to furnish materials, equipment and services deemed expedient for use on the Changed/Extra Work. The Contractor shall have no claim for profit or overhead on the cost of such materials, equipment and services.

G. Equipment Costs

The rates for rental or leased equipment shall not exceed the rates listed in the Caltrans Labor Surcharge and Equipment Rental Rates (Caltrans LS&ERR). For T&M Change Orders, the rates are established by the actual paid invoice(s) that comply with the requirements of Subsections G.1 and G.3. Owned equipment costs shall not exceed the rates established by Subsection G.2. The most recent published edition in effect at the commencement of actual equipment use shall be used.

The rates paid for any rented or leased equipment or tools shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental costs associated with the operation of the equipment or tools.

It is the responsibility of the Contractor to include any appurtenances added to equipment which would increase the basic rate for said equipment (i.e., hoe-ram, oversize bucket, and etcetera) as established in the acceptable rental rate guide. All equipment and/ or tools shall be acceptable to the Inspector, in good working condition, suitable for the purpose for which it is to be used, and necessary to complete the Changed/Extra Work. Payment will be based on the manner in which the equipment was actually powered, operated and modified per the equipment manufacturer's recommendations.

1. Rented or Leased Equipment

For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the Contractor shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Caltrans LS&ERR. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a Contractor of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the Contractor. In no event shall the leased equipment rate billed to the City be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

a. When in Use:

Actual equipment use time documented by the Inspector shall be the basis that the equipment was utilized on the changed work and paid for under the Change Order. In addition to the lease or rental rate, equipment-operating costs shall not exceed the estimated hourly operating rate as set forth in the Caltrans LS&ERR. The hours of operation shall be based upon actual equipment usage on the changed work as recorded by the Inspector. For multiple shift work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

b. When Idle:

Idle equipment is equipment on site and necessary to perform the Work under the change but not in actual use due solely to the impact of the changed work. Equipment operating costs due to idle time, documented by the Inspector, shall be paid at the rate determined in "G" (1) above. Idle time shall include a reasonable time allowance to and from the project site.

Payment for equipment or tools shall be limited to hours actually worked on the Changed/Extra Work if the equipment or tool is already on site for Work under the original Contract. No "standby" time will be paid for equipment already on site for Work under the original Contract.

If equipment or tools are used intermittently and, when not in use, could be returned to the rental source at less expense than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the City.

2. Owned and Other Equipment

Equipment rates for owned equipment or equipment provided in other than arm's length transactions shall not exceed the total hourly costs as set forth in the Caltrans "Labor Surcharge and Equipment Rental Rates" effective at the time the work is performed. (The Caltrans equipment rental rates are available on the internet at http://www.dot.ca.gov/hq/construc/equipmnt.html.) If the equipment is not listed in Caltrans LS&ERR, then the Rental Rate Blue Book shall be used. When using the Blue Book, the hourly rate for any period less than 7 days shall be the weekly rate divided by 40, plus the Operating Cost. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from the Blue Book will be paid for each hour the equipment actually performs the Extra Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the Work under the Change Order, as certified at the end of each work day (or work shift if the Work is being performed in multiple work shift sequence) by the Inspector shall be the record upon which actual equipment use shall be based. For multiple shift work sequences, the Caltrans overtime factor shall be applied (When using the Blue Book one-half the Non-Operating Cost will be deducted for second and third shifts. The Non-Operating Costs are the Blue Book monthly or weekly/40 rates, as applicable.). It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

a. When Idle:

Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed work, shall be paid per the table in Caltrans Standard Specifications Section 9-1.03A(3b), provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of the City. Idle equipment time will only be paid as a function of delays specifically directed or caused by the City's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal work schedule established for the project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift work sequence, the allowable idle equipment rate shall not be allowed, for second or third shifts. It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

3. Equipment Haulage and Set Up Costs

Documented and actual equipment haulage and set up costs shall be paid for, if applicable as set forth in Subsection B.3.

4. Other Equipment Cost Guides

In the event that a piece of equipment used on a Change Order is not listed in Caltrans or the Blue Book, costs may be derived from the Associated General Contractor's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers as adjusted appropriately for the type of work and use and the regional area of the Work under this Contract.

H. Records

At any time should the Contractor deviate substantially from the schedule, method and sequence of operation, equipment, cost or pricing data furnished by the Contractor and agreed to by the City in connection with the Change Order or should the City determine that any price negotiated in connection with the Change Order is defective due to such deviation or the fault of the Contractor, the City reserves the right to reduce the Change Order cost and reissue the Change Order at the amount in which the City determines to be the actual costs to complete the change.

Whenever any material or process is indicated or specified by patent or a proprietary name, or by name of a manufacturer in the Change Order, such direction shall not relieve the Contractor's responsibility or obligation to perform

work in accordance with the contract requirements. The Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences and procedures, coordination of all portions of the contract and Change Order work.

The Contractor shall on a weekly basis submit an approximate accounting of the amount expended on the Time and Materials work to date and an estimate of the Impact to the time of performance of work.

I. Partial Payments for Time and Materials Work.

Progress payments for Time and Materials work shall only be made if the anticipated cost of the changed work is in excess of $50,000 and/or the time to perform the changed work will exceed two (2) months duration. To receive payments for Time and Materials work, the Contractor shall submit to the Engineer an invoice of the daily reports which were verified by the Inspector, with details and documents, verifying the Contractor's and Subcontractor's actual costs incurred for the Time and Materials work as set forth in Subsections B through H. Costs shall be submitted within thirty (30) calendar days after the T&M work has been satisfactorily completed unless an extension of time for submittal is authorized in writing by the Inspector.

END OF SECTION

SECTION 01298 SCHEDULE OF VALUES

1.1 GENERAL

A. The Schedule of Values shall be used as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. The Schedule of Values shall be a schedule of cost loaded construction activities equal, in total, to the lump sum bid and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the lump sum. Prior to submitting an invoice for payment, the CONTRACTOR shall have submitted a detailed Schedule of Values and obtained approval from the ENGINEER.

B. Each lump sum bid item on the Schedule of Work and Prices, as set forth in the Bid must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the contract documents for that item. The sum of the values for the construction activities, within a bid item, must equal the total bid amount for that item. The breakdown shall include subcontract amounts which shall not deviate from the amounts submitted in the Bid Proposal. The CONTRACTOR shall provide certification from the Subcontractors certifying the subcontract amounts.

C. Each activity in the Schedule of Values shall delineate one construction activity. For example, the placement of concrete between construction joints, the construction of an electrical duct bank or pipeline between points A & B. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. For example, concrete construction activities should include all costs for the forming, placing of reinforcement, placing concrete and curing. The cost for pipeline construction activities should include materials, equipment and installation including pipeline supports or thrust blocks. The excavation and backfill for a pipeline or structure may be separate activities. The Contract Price breakdown shall include the itemized costs for the plant establishment and any maintenance services to be performed before the final project acceptance is made. No non-construction activity shall be cost loaded.

D. The CONTRACTOR shall use cost loaded construction activities from the Construction Schedule as a Schedule of Values. Each construction activity shall be encoded to its bid item and a sort provided for each bid item totaling the cost loaded amount. The total of the Cost Loaded amounts for each bid item shall equal the amount bid for that item. The total of the Schedule of Values shall equal the current Contract value at all times. At any time during the progress of the Work of the Contract the INSPECTOR reserves the right to review the cost loading of the Schedules of Values and direct necessary revisions. When requested by the INSPECTOR, the CONTRACTOR shall provide all information necessary to substantiate the cost loading.

E. Attached are samples of the Schedule of Values. The City will provide project specific Schedule of Values for the CONTRACTOR to use throughout the project at the Preconstruction Meeting. The Schedule of Values must be used by the CONTRATRACTOR at the time of each progress payment.

END OF SECTION

SCHEDULE OF VALUES

Project Name

Contractor Name
Address
Address
Phone:

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:
INVOICE DATE:
INVOICE NO.

	BID ITEM/DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
						QTY	$ VALUE	QTY	$VALUE		
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00

SCHEDULE OF VALUES

Project Name

Contractor Name
Address
Address
Phone:

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:
INVOICE DATE:
INVOICE NO.

	BID ITEM/DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
						QTY	$ VALUE	QTY	$VALUE		
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
	TOTALS				$0.00		$0.00		$0.00		$0.00

SCHEDULE OF VALUES

SUMMARY OF CHANGE ORDERS	QTY	UNIT	UNIT BID PRICE	QTY	$ VALUE	QTY	$ VALUE	TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
CHANGE ORDER NO. 1	1	LS						0.0	$0.00
CHANGE ORDER NO. 2	1	LS						0.0	$0.00
CHANGE ORDER NO. 3	1	LS						0.0	$0.00
CHANGE ORDER NO. 4	1	LS						0.0	$0.00
CHANGE ORDER NO. 5	1	LS						0.0	$0.00
CHANGE ORDER NO. 6	1	LS						0.0	$0.00
CHANGE ORDER NO. 7	1	LS						0.0	$0.00
CHANGE ORDER NO. 8	1	LS						0.0	$0.00
CHANGE ORDER NO. 9	1	LS						0.0	$0.00
CHANGE ORDER NO. 10	1	LS						0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
CHANGE ORDERS TOTAL			$0.00				$0.00		$0.00

			VALUE OF WORK COMPLETED TO DATE	$0.00
ORIGINAL CONTRACT PRICE	$0.00		AMOUNT DUE THIS PERIOD INCL RETENTION	$0.00
TOTAL AMOUNT OF CHANGE ORDERS	$0.00		LESS 5% RETENTION	$0.00
ESTIMATED TOTAL CONTRACT PRICE TO DATE	$0.00		**AMOUNT DUE THIS PERIOD**	**$0.00**

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SECTION 01321 CONSTRUCTION SCHEDULE

1. THE REQUIREMENT

A. It is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the Work are of the essence of this Contract.

B. The CONTRACTOR'S representative in charge of scheduling is required to attend all meetings pertaining to scheduling and progress of the Work.

C. The CONTRACTOR shall submit to the ENGINEER 3 hard copies and the electronic file of the CONTRACTOR'S Construction Schedule (the schedule) at the time of the preconstruction meeting. The schedule shall be either a Critical Path Method (CPM) Network or a detailed Bar Chart with the critical path clearly shown. If the CPM network option is used, then Primavera Project Management or Microsoft Project shall be the scheduling software. If a detail Bar Chart is used, Microsoft Excel shall be the software utilized. The schedule shall include the following:

1. Activity ID,
2. Activity Description,
3. Start date for each activity,
4. Finish date for each activity,
5. Original duration,
6. Predecessor,
7. Successor,
8. Percent Complete,
9. Remaining Days.

A minimum of seven (7) calendar days for review of each schedule. Schedule activities shall be of sufficient detail to assure adequate planning has been done for proper execution of the Work and such that, in the sole judgement of the ENGINEER, it provides an appropriate basis for monitoring progress. The schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of Final Completion shown in the Contract. Submittal and approval of the schedule in accordance with the requirements of this Section is a condition precedent to the issuance of any payments under this Contract. Once the schedule is approved it will become the baseline schedule and must be shown and compared on all subsequent schedule submittals.

D. Float, slack time, or contingency within the schedule (i.e., the difference in time between the project's early completion date and the required Contract Completion date), and total float within the schedule, is not for the exclusive use of either the CITY or the CONTRACTOR, but is a jointly owned expiring resource available to and shared by both parties. Pursuant to this float sharing requirement, use of

float suppression techniques shall be cause for rejection of the schedule and any revisions or updates.

E. Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of the CONTRACTOR and its Subcontractors or Suppliers, at any tier, and which extends actual performance of the Work beyond the current Contract completion date and the completion date projected by the current, approved, updated schedule. If the delay occurs along a path, which the current approved Construction Schedule update projects late completion prior to addition of any CITY caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved Time Impact Analysis. Time extensions shall be granted only if they are clearly demonstrated by the CONTRACTOR through the submittal, within seven (7) calendar days after the delay occurs, of a Time Impact Analysis which demonstrates the estimated impact on the end date of the Work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of Work or other means.

If a time extension if granted by the CITY, the updated schedule reflecting the change shall become the baseline and be reflected schedule and must be shown and compared on all subsequent schedule submittals.

Since float time within the Construction Schedule is jointly owned, it is acknowledged that CITY caused delays on the project may be offset by CITY caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract or approval of substitution requests which result in a savings of time to the CONTRACTOR). In such an event, the CONTRACTOR shall not be entitled to receive a time extension or delay damages until all CITY caused time savings are exceeded and the Contract completion date is also exceeded.

F. If the initial schedule submitted shows completion of Work more than thirty (30) calendar days in advance of the Contract completion date, the ENGINEER may, at no cost to the CITY, decrease the Contract duration by issuance of a Change Order which changes appropriate Milestone Date(s) and the Contract completion date to the completion date reflected on the schedule. Any approved schedule, revision, or update having an early completion date shall show the time between the early completion date and the Contract completion date as "project float".

G. Comments made by the ENGINEER on the schedule during review will not relieve the CONTRACTOR from compliance with all requirements of the Contract. The ENGINEER may request that the CONTRACTOR and all major Subcontractors (defined herein as being any Subcontractor, Sub-Subcontractor, or Supplier with five (5) percent or more of the value of the Contract) participate in

review of any schedule submission. All revisions shall be submitted within seven (7) calendar days after the ENGINEER'S review.

H. Two copies of an updated schedule shall be submitted to the ENGINEER for approval with the submittal of each CONTRACTOR'S monthly payment request or the monthly payment request will be withheld. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between the CONTRACTOR and the INSPECTOR, and an estimate of the remaining duration. The monthly update of the schedule shall include an updated bar chart with logic arrows or network diagram and include the same additional data as required by Section 1.C. If the CPM network option is used, the schedule shall be calculated using remaining durations and the progress override option. The monthly update shall also include a complete, hard copy list of all the changes made from the previously approved submittal. If the schedule is done using Primavera, use a Claim Digger report for the list of changes.

I. The submittal of an updated schedule which meets the requirements of this Section, accurately reflects the status of the Work (for all previously accepted activities), and incorporates all approved changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. (Actual and/or forecast dates for status of additional submittal cycles shall be added without the prior approval of the Engineer.) Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of a Change Order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update.

J. If completion of any part of the Work, delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind schedule and will impact the end date of the Work, the CONTRACTOR shall submit a written recovery plan acceptable to the ENGINEER for completing the Work by the current Contract completion date, if requested by the ENGINEER.

K. As a condition precedent to the release of any retained funds, the CONTRACTOR shall, after substantial completion of the Work has been achieved, submit a certified, final schedule which accurately reflects the manner in which the project was constructed and includes actual start and completion dates for all activities on the schedule.

END OF SECTION

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SECTION 01322 CONSTRUCTION PROGRESS PHOTOGRAPHY

1.1 GENERAL

A. Required**:** Provide photographs taken at the Jobsite at the specified stages of Contracted Work in accordance with provisions of this Section.

1. The Contractor shall provide the City with photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc).

2. Take first photographs just before CONTRACTOR starts any work operations at the Jobsite.

3. Take final photographs when all Contracted Work has been completed, regardless of time interval since previous photographs were taken.

1.2 SUBMITTALS

Except as otherwise directed by the ENGINEER, submit all photographs electronically on a CD/DVD organized by phase of construction and location.

1.3 QUALITY ASSURANCE

Photographs and prints to be of professional quality; clear, in focus, with high resolution and sharpness, and with minimum distortion.

END OF SECTION

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SECTION 01323 CONSTRUCTION STATUS REPORTS

1.1 REQUIREMENTS

A. Daily Status Report

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, unusual occurrences and etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the City and shall be submitted to the Project Manager at the conclusion of each work week.

The Contractor shall also have workers on the project sign in and out each day on the City of Redlands Daily Sign In Sheet which shall state the name, times in and out and the work performed by each worker on the project each day. The completed Daily Sign In Sheets shall be submitted to the City of Redlands Project Manager at the end of each work week. Failure to submit daily reports and daily sign in sheets to the Project Manager on a weekly basis will result in a possible and temporary suspension of work until reports are submitted.

B. Weekly Status Report

During the construction phase of the Work, the CONTRACTOR shall submit weekly written status reports to the ENGINEER and the INSPECTOR. The report shall contain a record of inspections and tests, not performed by CITY forces, for all Work accomplished subsequent to the previous report and shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

2. Inspections and tests, and location of inspections and tests that were made.

3. Results of inspections.

4. Reports of tests performed, including those specified, with the results of the tests, and acceptance criteria, including failures and remedial action to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed, including the approximate expected date that test results will be reported.

5. Report of any nonconforming items/activities. Nonconformance report forms designed solely for this purpose shall be utilized.

6. Results of inspections of material and equipment done upon their arrival at the Jobsite and prior to their incorporation into the Work. This includes, but is not limited to, compliance with approved submittals, damage, and proper storage requirements.

7. Offsite quality control activities.

8. Instructions received from the ENGINEER or INSPECTOR.

9. In all cases, the report must be verified and signed by the CONTRACTOR'S representative. The verification is to contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract except where noted.

C. 3 Week Look Ahead Schedule

During the construction phase of the Work, the CONTRACTOR shall submit 3 Week Look Ahead reports to the ENGINEER at the weekly progress meetings or as directed by the ENGINEER. The report shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

D. Miscellaneous Submittals

CONTRACTOR shall prepare a Daily Construction Report recording the following information concerning events at the job-site and submit original copies to the ENGINEER at weekly intervals for approval:

1. List of Subcontractors and Sub-Subcontractors at the site, types of works and job location.

2. Count of CONTRACTOR'S personnel at the site, name, type of work, hours completed and job location.

3. Construction equipments at the site.

4. High and low temperatures, general weather conditions.

END OF SECTION

SECTION 01330 SUBMITTALS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish a schedule and list of all required submittals to the ENGINEER, including required submittals by all Subcontractors.

B. Wherever called for in these Specifications or on the plans, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, two (2) hard copies and one electronic (PDF) copy of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER at a time sufficiently early to allow review of same by the ENGINEER and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

C. All design or shop drawings or other submittals shall be accompanied by a transmittal form for each submittal. Any submittal not accompanied by such a form may be returned, at the ENGINEER'S discretion, for resubmittal.

D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

F. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within twenty (20) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal

item. The CITY reserves the right to withhold moneys due the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submittal. Submittal will be returned to the CONTRACTOR with one of four (4) markings:

1. If a submittal is returned to the Contractor marked "NO EXCEPTIONS," formal revision and resubmission of said submittal will not be required.

2. If a submittal is returned to the Contractor marked "EXCEPTIONS NOTED," formal revision and resubmission of said submittal will not be required, unless specifically requested.

3. If a submittal is returned to the Contractor marked "RETURNED FOR CORRECTION," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

4. If a submittal is returned to the Contractor marked "NOT ACCEPTABLE," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

G. All Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the ENGINEER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED“. Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra work.

H. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR’S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

I. Should the Shop Drawings or manufacturers data (for submittals required by the Standard Specifications or the specifications) show variations from the Contract requirements, the CONTRACTOR shall make specific mention of such variations in the letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract; otherwise the

CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract Documents, and the approved submittals.

J. The ENGINEER'S review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

K. CONTRACTOR'S Coordination:

1. ENGINEER will return and will not review unrelated submittals.

2. The CONTRACTOR may be required to provide drawings, setting diagrams and similar information necessary for proper coordination of Contracted Work. Such data shall remain between the CONTRACTOR and CONTRACTOR'S Subcontractor and will not be reviewed by the ENGINEER unless specifically called for in the Contract Documents.

3. ENGINEER will not review any required Structural Shop Drawings, Structural Calculations, etc., not prepared or signed by a State of California licensed ENGINEER.

4. ENGINEER will return and will not review any submittal requiring coordination with other submittals until such other submittals or required information is received by the Consultant or ENGINEER.

L. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:

1. Schedule of Values for all Lump Sum items within the Proposal.

2. Construction Schedule and Notification to ENGINEER of completion of each milestone or percentage increment of the Work as required.

3. Submittal Schedule

4. Daily Construction Reports

5. Shop Drawings and Structural Calculations.

6. Manufacturer's Data and Specifications.

7. Samples

8. Templates

9. Certificate of Compliance

10. Construction Photographs

11. Substitutions

12. Record Drawings and Record Project Manual

13. Operation & Maintenance Manuals

14. Stock Materials, Spare parts, tools

15. Material Testing Results

16. Maintenance Logs and Maintenance Schedule.

M. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the ENGINEER.

1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which include fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.

2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.

N. Coordination and Submittals:

1. Carefully review and coordinate all aspects of each item being submitted.

2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.

3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.

4. Verify that all such submittal items conform to the Project Manual requirements noted in the Technical Sections.

5. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

6. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the ENGINEER copies of the approved plans or drawings for review.

O. CONTRACTOR shall affix to each submittal, the CONTRACTOR'S signature certifying that required coordination has been performed and include on an attached label for processing and recording action taken, noting the following:

1. Name of the Project

2. Date of the Submittal

3. Name and address of Consultant

4. Name and address of the CONTRACTOR

5. Name and address of the Subcontractor(s)

6. Name and address of the Supplier

7. Name and address of the Manufacturer

8. Reference to Specification Section Number and Title

9. Reference to Drawing Sheet Number and detail(s)

10. Submittal Number

11. Priority Number and expected return date.

END OF SECTION

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THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

SUBMITTAL COVER SHEET

Project Name:		**Submittal Number:**	
Project Number:		**Date of Submittal:**	
Submitted By:			

Submittal Title:	

Priority Type (Select One):	☐ Low	☐ Normal	☐ High

Submittal Type (Select One):	☐ Pre-Construction	☐ Post-Construction

Category (Select One):	
☐ Product Data	☐ Close-Out
☐ Shop Drawing	☐ Warranty
☐ Mock Up	☐ Test Report
☐ Sample	☐ Operation / Maintenance Manual
☐ Certification	☐ MSDS – Material Safety Data Sheets
☐ As-Built	

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REQUEST FOR INFORMATION (RFI)

Project Name:		**RFI Number:**	
Project Number:		**Date of RFI:**	
Submitted By:			

RFI Title:	

Work Impact? (Select One):	☐ No	☐ Unknown
	☐ Yes – Work Impeded	☐ Yes – Work Stopped

Question:

Proposed Solution (Optional):

Requestor:

Signature: _____

Title: _____ **Date:** _____

SECTION 01572 EROSION CONTROL PLAN

Contractor shall comply with all laws, codes, ordinances and requirements of governing agencies regarding the discharge of pollutants, air and water pollution control and any other requirements for this project. Within 5 days of the Notice to Proceed, Contractor shall submit two (2) hardcopies of the draft Erosion Control Plan to the City for review. Any corrections or changes shall be made to the Erosion Control Plan, approved by the Engineer and implemented prior to any construction work on this project. The plan shall be updated as necessary or required for compliance purposes.

Payment for work on this item shall be made as a percentage of work completed at each monthly payment. All work under this item shall be as shown on the approved drawing accepted by the City prior to any work on the project. The Contractor shall have all work installed and inspected by the City prior to any work on the project.

Full compensation for this item shall be in accordance with all state and federal NPDES rules, regulations, requirements and laws and shall constitute all work for providing, installing, maintaining and removing all work as required for all excavations, earthwork, grading, grinding, paving, concrete, runoff containment, and any other work performed within the project boundaries.

END OF SECTION

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SECTION 01581 CONSTRUCTION INFORMATION SIGNS

1.1 THE REQUIREMENT

The City shall provide the Contractor with all required construction information signs for the project. The signs shall be installed at the locations noted in the plans, if included, or as otherwise directed by the Engineer. If the project consists of numerous sites, the construction information signs shall be relocated to each site as work progresses. The construction signs shall be installed the same day work commences on any construction site. If the sign is not installed prior to construction work beginning at a subsequent site, the City will install the information signs at the Contractor's expense.

The installation of each sign shall be the responsibility of the contractor to include mounting posts, hardware and any related incidentals to ensure the sign is placed in a safe and secure manner. For any sign required for multiple site projects, where the sign is frequently relocated and not anticipated to be installed in the ground on posts, the Contractor shall provide a Type III barricade for mounting. The contractor shall obtain approval from the Engineer following installation of the construction information sign. If the signs are installed in the ground with posts, proper vertical clearance shall be provided. The minimum vertical clearance shall be six feet within a parkway area and seven feet within the sidewalk.

The construction information sign shall remain visible at all times. The contractor shall replace stolen signs at their expense and maintain the signs, ensuring all graffiti, soil, paint, etc. is removed from the sign immediately. Upon completion of the project, each sign shall be removed and returned to the City. If the sign is not returned to the City at the completion of the project in the original condition, the cost of the sign shall be withheld from the final progress payment.

The Contractor shall notify Underground Service Alert (Dig alert) at least 2 working days, but not more than 14 calendar days, prior to performing any excavation.

Full compensation for furnishing all labor, equipment, materials, and tools required to perform the tasks noted above, and as ordered by the Engineer, shall be considered as being included in the various Contract items of work and no separate or additional compensation will be allowed therefore.

END OF SECTION

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SECTION 01721 MOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in mobilization (in advance of construction operations and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no mobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for mobilization.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER.

2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.

3. Erecting temporary buildings and other construction facilities.

4. Installing temporary construction power and wiring.

5. Establishing fire protection system for its temporary facilities.

6. Developing construction water supply.

7. Providing field office trailers for the CONTRACTOR, complete with all specified equipment, furnishings, utility services and required approvals from the CITY.

8. Providing sanitary facilities or connecting to onsite sanitary facilities as specified.

9. Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.

10. Arranging for, and erection of, CONTRACTOR'S work and storage yards and sheds.

11. Submitting all required Subcontractor insurance certificates and bonds.

12. Posting all CAL/OSHA required notices and establishment of safety programs.

13. Furnishing of Construction Schedule, Contract Price Breakdown and Submittal Schedules.

14. Erecting all temporary fencing, including removal and disposal of existing temporary fencing.

END OF SECTION

SECTION 01722 SURVEYING

PART 1 - GENERAL

A. General

1. The CONTRACTOR shall be responsible for all surveys required to layout the Work and for the accuracy of all survey work for construction. The CONTRACTOR shall include the cost of all such survey work in their Bid. The CONTRACTOR shall have all construction surveying performed by a `Licensed Land Surveyor' or a `Civil Engineer' registered by the State of California to perform such work. The ENGINEER reserves the right to verify all survey work done by the CONTRACTOR.

2. The CONTRACTOR shall preserve the initial survey control points for the duration of their usefulness. Monumentation that is subject to disturbance or destruction shall be located and referenced prior to construction and relocated and referenced if necessary after construction, in accordance with the following requirements.

B. Construction Surveys

1. The CONTRACTOR shall provide all reference stakes and form checks necessary for construction and inspection of improvements. All construction staking shall be documented in cut sheets and provided to the ENGINEER. This staking may include but is not limited to: removals, joins, rough grade, slope, utilities, storm drains, sewers, curbs, walks, paving, wall and building stakes; and any other staking necessary for construction and inspection.

C. Reference Or Grade Stakes

1. A reference or grade stake shall be set for each grade change or angle point shown on the plan, standard plan, and shop drawing, in addition to the normal staking interval.

D. Form Checks

1. Forms shall be checked when durable points may be disturbed, removed, or are impractical to be used to verify the design location. The measured location shall be recorded in the survey field notes. All variations from the plan location shall be brought to the attention of the ENGINEER.

E. Staking Intervals And Offset Stake Lines

1. All staking intervals shall be in accordance as directed by the Engineer. Stake lines shall be set at an offset distance from the improvement to ensure proper grade, station, and alignment.

F. Utility Stakes

1. The CONTRACTOR shall provide stakes for all utilities, public or private, that require location or relocation, unless otherwise stated.

G. Additional Survey Work

1. The CONTRACTOR may be required to furnish additional survey work, such as profiles, restakes, Change Orders, etc., at the request of the ENGINEER or the INSPECTOR.

H. Accuracy

1. The CONTRACTOR shall use appropriate surveying methods to obtain the following standards: For fixed works (i.e. cast-in-place concrete; asphalt pavement, pipes and drains; and other items determined by the ENGINEER) the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.015 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.015 foot or less.

2. For excavation purposes, the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.1 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.1 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that semimajor axis of the 95% error ellipse is ±0.1 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.1 foot or less.

I. Survey/Inspector

1. The CONTRACTOR shall provide to the INSPECTOR those measurements and control points necessary to determine the location and conformance to the plan, line, and grade of the improvements necessary for inspection purposes.

J. Survey Notes

1. The CONTRACTOR shall supply and keep notes on CITY standard format note sheets. The ENGINEER may request copies of, and otherwise review, survey notes at any time during the construction phase of the Project. Upon completion of the Project, the original survey notes shall become the property of the CITY and shall be delivered to the ENGINEER

PART 2 – MONUMENT PRESERVATION GUIDELINES

A. New & Reconstruction Projects

1. Prior to Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record above or below the surface, within the road right-of-way. It is suggested that this search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument is required.

c. The survey crew shall properly reference all found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item c, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered and disturbed monuments shall be reset with the same or more durable type of monument as the original, in the surface of the construction. Key monuments shall be a minimum 1" inside diameter iron pipe of appropriate length.

b. A monument box or other protective structure is recommended to be placed around key monuments (section corners, quarter section corners).

c. The authorized surveyor shall properly completes a Corner Record or Record of Survey for all set monuments with a change in character, including tag number, and submit it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

B. Overlay Projects

1. Prior To Construction

   a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

   b. The survey crew shall diligently search for all survey monuments of record and on the surface of the road. It is suggested the search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument within 2" of the road surface is recommended.

   c. The survey crew shall properly reference found survey monuments, which may be disturbed or covered during construction, to stable surface points.

   d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item 3, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

   a. All covered or disturbed monuments and surface monuments are reset in the new road surface, or a new monument is set in the new road surface above the buried one.

   b. All existing monument boxes will be adjusted to grade or replaced, as appropriate.

   c. A monument box or other protective structure should be placed around key monuments (section corners, quarter section corners).

   d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for all set monuments and existing monuments with a change in character, including tag number and submits it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

C. Slurry Seal Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies furnished to for the survey crew.

b. All monument boxes shall be located and steps taken to ensure that the survey monuments inside are readily accessible upon completion of the project.

c. The survey crew shall diligently searches for survey monuments on the surface of the roadway, and identify said monuments recovered in the field to ensure that they will be protected. The survey crew shall inventory the monuments recovered in the field in a manner that allows for their recovery and inspection after construction.

2. After Construction and Prior to Notice of Completion

a. All monument boxes shall be inspected, and appropriate action taken when needed, to ensure that the survey monuments inside are readily accessible.

b. The survey crew shall review the inventory of found monuments by field inspection to ensure that all survey monuments are clean and exposed. Those monuments covered after construction is completed shall be uncovered.

D. Monument Tie Preservation

1. Prior To Construction

a. All existing survey monument ties within the scope of the project shall be researched and identified prior to construction. Surveyor may obtain existing tie sheets from the City as available.

b. If it is determined that all ties for a survey monument may be disturbed during construction, the Surveyor shall relocate the monument ties prior to construction, within improvements that will not be disturbed, and file the revised tie sheet with the City. A minimum of three tie points should reference each centerline monument, whenever possible

2. After Construction and Prior to Notice of Completion

a. If it is determined that the result of construction will not disturb all survey monument ties for a specific monument, the Surveyor shall replace all monument ties disturbed during construction per the following guidelines:

i. Monument ties shall be placed during the finishing process of the concrete improvements.
ii. Monument ties shall be set below the elevation of the adjacent top of curb to provide protection from any future cleaning, maintenance or work around the tie.
iii. A minimum of three tie points should reference each centerline monument, whenever possible.

b. Once the construction is complete, the Surveyor shall prepare a revised tie sheet, and file with the City for all monument ties disturbed during the construction.

END OF SECTION

SECTION 01732 POTHOLING

1.1 THE REQUIREMENT

A. The CONTRACTOR shall conduct exploratory excavations by potholing to verify or to discover the actual locations and the size of existing underground utilities and improvements. The CONTRACTOR shall take care not to damage existing facilities during potholing operations. Any utility or existing facility (including those located by Underground Service Alert - USA) within 3 feet of any trench or excavation shall be potholed prior to starting the contract work in the vicinity. Potholing shall be done in each given area where excavation work is to occur at least fourteen (14) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the Work.

B. Potholing shall consist of excavations at the locations of utilities or other underground facilities indicated on the Drawings, located by USA, or as directed by the ENGINEER. All costs of potholing operations for the utilities indicated on the Drawings shall be included in the CONTRACTOR'S Bid.

C. If an allowance for "Additional Potholing" has been established and included in the SCHEDULE OF WORK AND PRICES, this allowance shall only be used to reimburse the CONTRACTOR for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER. If the total cost of the Work directed under the Additional Potholing allowance differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order. The adjustment shall be the difference between the total actual costs and the amount included in the Bid, as an additional amount due to the CONTRACTOR or a credit to the CITY, as appropriate.

D. In addition to the potholes indicated on the Drawings, or directed by the ENGINEER, the CONTRACTOR may opt to do further potholing deemed necessary at no additional cost to the CITY.

E. Potholing operations shall conform to all applicable requirements as to sidewall slopes, sheeting and shoring, and all other excavation and trenching provisions specified herein.

F. Potholes shall be identified and protected in accordance with the Engineer's instructions, the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Standards.

G. The CONTRACTOR'S proposed method of potholing and schedule for potholing shall be submitted to the ENGINEER for approval, at least thirty (30) days prior to the commencement of operation. Any utilities damaged during potholing shall

be immediately reported to the ENGINEER and INSPECTOR and repairs made immediately in accordance with the specifications.

H. A complete log of all potholes shall be kept by the CONTRACTOR, showing specific locations and dimensions of trenches. The log shall be verified by the INSPECTOR prior to the backfilling of the potholes. The verified log will be submitted to the ENGINEER and the INSPECTOR within two (2) working days after completion of potholing in each area. Payment for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER will not be made unless these potholes are listed on the verified log.

I. The CONTRACTOR shall record the coordinates, elevations and dimensions of all utilities and improvements verified or discovered by potholing. The records shall be submitted to the ENGINEER within two (2) working days after the completion of potholing in each area. The records shall also include dates of the potholing operations and any additional discovered information or pertinent data.

J. Upon completion of potholing in each area, and after verification of the logs by the INSPECTOR, potholes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the ENGINEER.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

TECHNICAL SPECIFICATIONS

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SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

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APPENDIX A
CHECKLIST OF LABOR LAW REQUIREMENTS

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CHECKLIST OF LABOR LAW REQUIREMENTS
TO REVIEW AT JOB CONFERENCE MEETINGS

Name (print) _____Date _____

Company _____Project _____

The Federal and State labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. **Payment of Prevailing Wage Rates**
   The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. **Apprentices**
   It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. **Penalties**
   There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

4. **Certified Payroll Reports**
   Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776. Each contractor and subcontractor shall submit its weekly certified payroll reports to the LCR from the agency no less than weekly or within ten days of request. In the event that there has been no work performed during a given week, the certified payroll report shall be annotated: "No work" for that week. Under Labor Code Section 1776(h) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request. **For projects bidding after April 1, all contractors will need to upload their certified payroll to the Department of Labor Standards Enforcement website. Effective Jan. 1, 2016, ALL projects will require contractors to upload all certified payroll. This requirement is in addition to the request for payrolls by the City of Redlands;

5. **Nondiscrimination in Employment**
   There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

6. **Kickbacks Prohibited**
   Contractors and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

8. Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code 4100 et seq.

9. Properly Licensed and Registered

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq. Contractors and subcontractors are also required to be registered with the Division of Labor Standards Enforcement to work on public works projects in California. Requirements for registration and penalties for not being registered are found in Labor Code 1773.3.

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

11. Workers Compensation Insurance

Labor Code 1861 requires contractors and subcontractors be insured properly for workers compensation.

12. OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

13. Undocumented Workers

Contractors and subcontractors are prohibited by the Federal government against hiring undocumented workers, and must secure proof of eligibility/citizenship from all workers.

14. Itemized Wage Statements

Contractors and subcontractors must provide itemized wage statements to employees per Labor Code 226.

In accordance with Federal and State laws and with the awarding agency contract documents, the undersigned prime contractor wishes to assure the City of Redlands that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

Contractor	**City of Redlands**
_____	_____
Name Printed	Name Printed
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

IMPORTANT NOTICE

New Requirements for Contractors Working on California Public Works / Prevailing Wage Projects

Significant changes in prevailing wage law have recently been made that affect all contractors working on Public Works Projects within California. Please note the following important information:

CONTRACTOR REGISTRATION REQUIREMENT

By April 1, 2015, all contractors must be registered with the Division of Labor Standards Enforcement (DLSE) to work on public works projects in California.

WHO must register?
All contractors and subcontractors working on public works projects in California must be registered. This includes prime contractors, subcontractors and sole owner/operators- everyone performing labor on a public works project.

WHEN is registration required?
Contractors must be registered with the DLSE to bid on all public works projects that bid after March 1, 2015. All contractors working on public works projects must be registered by April 1, 2015. Registration is valid until June 30 of each year and may be renewed annually. Registrations are currently being accepted.

WHERE do I register?
Registration is done online at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

HOW MUCH is the fee?
Contractor registration fee is currently set at $300 but may increase each year. This fee shall be paid during the initial registration and each annual renewal.

DO I qualify for registration?
Contractors will need to meet minimum qualification standards to be registered. These include:

- Be properly licensed with the Contractors State License Board for your trade.
- Provide evidence of workers compensation insurance (if applicable).
- Be in good standing (Have no outstanding liabilities for wages, damages, penalties due to an employee or the State, may not be under State or Federal debarment).

WHAT happens if I don't register?
Unregistered contractors working on or bidding for public works projects will be subject to an immediate $2,000 fine and the $300 registration fee to continue working on the project. Unregistered contractors may be removed from the project by the Awarding Agency. Contractors found working on public works projects without being registered also risk not being approved for registration by DLSE.

ELECTRONIC CERTIFIED PAYROLL REPORTING REQUIREMENTS

Prevailing wage law has been changed to require contractors to submit certified payrolls electronically to the DLSE.

WHO is required to submit certified payrolls?
All contractors, subcontractors and sole owner/operators will be required to submit certified payrolls electronically to the DLSE.

WHEN do I need to submit certified payrolls electronically?
If your project is awarded after April 1, 2015, electronic payroll submission is required immediately. Otherwise, electronic payroll submission will be required for all projects awarded on or after January 1, 2016.

WHERE do I submit my certified payrolls?
For now, certified payrolls can be submitted by contractors to the DLSE at: https://apps.dir.ca.gov/ecpr/DAS/AltLogin This website address will change when the DLSE implements their online electronic database system which still has not been developed. Alliant will notify contractors when this system is available.

DO I still need to submit hard copy certified payrolls?
The City of Redlands will still require hard copy submission of certified payroll reports per your contract. The requirement to submit certified payrolls electronically to the DLSE does not replace the requirement for contractors to submit payrolls to the City of Redlands.

Contact the City of Redlands regarding any questions you may have regarding the new requirements for contractor registration or online submission of certified payroll: (909) 798-7698.

PUBLIC WORKS CONTRACT AWARD INFORMATION (DAS-140)

This is not a request for dispatch of apprentices.

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: **http://www.dir.ca.gov/das/PublicWorksForms.htm** for information about programs in your area and trade. The information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTORS STATE LICENSE NO.
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME AND ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT WAS EXECUTED
	DATE OF EXPECTED/ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMAN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME AND ADDRESS OF APPRENTICESHIP PROGRAM(S)	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE/ACTUAL DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of the Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their standards. (Enter name of Committee)

2. ☐ We will comply with the standards of_____ Apprenticeship Committee for the duration of this job only. (Enter name of Committee)

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

_____
Signature Date

_____
Typed Name

_____
Title

DAS-140 FORM - PUBLIC WORKS CONTRACT AWARD INFORMATION

(Title 8, California Code of Regulations, Section 230)
(California Labor Code, Section 1777.5 (e))

SUBMIT CONTRACT AWARD INFORMATION

Prior to commencing work on a contract for Public Works **every** Contractor shall provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade in the area of the site of the public works project that has approved the contractor to train apprentices. Contractors who are not already approved to train by an apprenticeship program sponsor shall provide contract award information to **all** of the applicable apprenticeship committees whose geographic area of operation includes the area of the public works project. This contract award information shall be in writing on a DAS Form 140, Public Works Contract Award Information or a letter which includes the following information:

(1) Contractor's name, address, telephone number and state license number;
(2) The full name and address of the public work awarding agency;
(3) The exact location of the public work site;
(4) Date of the contract award;
(5) Expected start date of the work;
(6) Estimated journeyman hours;
(7) Occupation of Apprentice;
(8) Approximate number of apprentices to be employed; and
(9) Approximate dates apprentices will be employed.

This information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.
Failure to provide contract award information, which is known by the awarded contractor, shall be deemed to be a continuing violation for the duration of the contract, ending when a Notice of Completion is filed by the Awarding Body, for the purpose of determining the accrual of penalties under Labor Code Section 1777.7.

THE TOP SECTION OF THE FORM COMPLETELY FILLED OUT will provide the information required pursuant to California Labor Code Section 1777.5 and California Code of Regulations Section 230.1.

LOWER SECTION OF THE FORM Check an appropriate box (#1, 2 or 3) for your status.

In addition to the "ORIGINAL(S)" mailed to all applicable Apprenticeship Committees, a copy of this information shall also be submitted to the City of Redlands.

NOTE: The filing of a DAS 140 is not a request for the dispatch of registered apprentices

CONTRACTOR FRINGE BENEFIT STATEMENT

Project Name:	**Project Location:**	**Today's Date:**
Contractor / Subcontractor Name:	**Business Address:**	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. **Please Include Apprentice Rates.**

Classification:		**Effective Date:**	**Subsistence or Travel Pay:** $_____
EMPLOYER PAID FRINGE BENEFITS	**Health & Welfare** $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Pension $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Vacation/Holiday $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Training $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Other $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____

Classification:		**Effective Date:**	**Subsistence or Travel Pay:** $_____
EMPLOYER PAID FRINGE BENEFITS	**Health & Welfare** $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Pension $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Vacation/Holiday $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Training $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Other $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Print Name and Title	**Signature and Date (Wet Signature Required)**

California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR:
OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:
WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:
PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

Form A-131 (New 2-80)

Statement of Compliance

Date:_____

I _____, the undersigned, am the _____ with the authority to act for and on
(Print Name) (Position in Business)
behalf of _____ certify under penalty of perjury that the records commencing on _____ and ending on _____ submitted herein and consisting of ____ pages are the originals, full and corrected documents, which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individuals names,

(1) That this employer has complied with the requirements of the California Labor Code Sections. 1771, 1811, and 1815 for all performed on this public works project, and that the classifications set forth therein for each trade rate conform with the work Performed.
(2) That any apprentices employed in the above period are duly registered to a bona fide apprenticeship program registered with the State of California's Division of Apprenticeship Standards.

PAYROLL/OTHER DEDUCTIONS

1. I herein certify the *full* and complete Prevailing Wages were paid as currently published and posted by the Director of Industrial Relations, State of California and only deductions as authorized under the laws of the State *of* California or the laws of United States of America have been made from these sums.
2. All other deductions are clearly listed for each employee on an attachment as required by the Director of Industrial Relations, State of California.

OPTIONAL BENEFIT PLANS

I herein certify that all employee deductions for benefit plans are authorized and the employee(s) are signed up for the plan(s) and are receiving the benefit(s) of the plan(s) listed.

☐ WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above payroll, payment of fringe benefits as listed in the contract have or will be made to the appropriate programs for the benefit of such employees, except as noted below.

☐ WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above payroll has been paid as indicated on the payroll, an amount not less the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the determination for the craft, except as noted below,

Exception(s)

Craft	Explanation
Craft	Explanation
Craft	Explanation

Remarks

_____

_____

I herein certify under the penalty of perjury all of the above is true and correct as submitted.

Name **Signature**

Date **Payroll #**

CONTRACTOR INFORMATION SHEET

Job Name: _____ Category: _____

Prime Contractor: _____

Subcontractor: _____ License#: _____

Address: _____

Phone #: _____ Payroll Report Contact: _____

Email Address: _____

Fax #: _____ Contract Amount: _____

Estimated Start Date: _____ Estimated End Date: _____

ANTICIPATED TRADES/CLASSIFICATIONS:

_____ _____

_____ _____

_____ _____

SUB-CONTRACTORS (if applicable)

Name: License #: Phone/ Fax #: Contact:

_____

_____

_____

2N

APPENDIX B
CITY OF REDLANDS
WORKDAY CONSTRUCTION SCHEDULE

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CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

2024

APPENDIX B

CONSTRUCTION WORKDAY CALENDAR

JANUARY

S	M	T	W	T	F	S
	1 / 1	2 / 2	3 / 3	4 / 4	5 / 5	6 / 6
7 / 7	8 / 8	9 / 9	10 / 10	11 / 11	12 / 12	13 / 13
14 / 14	15 / 15	16 / 16	17 / 17	18 / 18	19 / 19	20 / 20
21 / 21	22 / 22	23 / 23	24 / 24	25 / 25	26 / 26	27 / 27
28 / 28	29 / 29	30 / 30	31 / 31			

FEBRUARY

S	M	T	W	T	F	S
				1 / 32	2 / 33	3 / 34
4 / 35	5 / 36	6 / 37	7 / 38	8 / 39	9 / 40	10 / 41
11 / 42	12 / 43	13 / 44	14 / 45	15 / 46	16 / 47	17 / 48
18 / 49	19 / 50	20 / 51	21 / 52	22 / 53	23 / 54	24 / 55
25 / 56	26 / 57	27 / 58	28 / 59	29 / 60		

MARCH

S	M	T	W	T	F	S
					1 / 61	2 / 62
3 / 63	4 / 64	5 / 65	6 / 66	7 / 67	8 / 68	9 / 69
10 / 70	11 / 71	12 / 72	13 / 73	14 / 74	15 / 75	16 / 76
17 / 77	18 / 78	19 / 79	20 / 80	21 / 81	22 / 82	23 / 83
24 / 84	25 / 85	26 / 86	27 / 87	28 / 88	29 / 89	30 / 90
31 / 91						

APRIL

S	M	T	W	T	F	S
	1 / 92	2 / 93	3 / 94	4 / 95	5 / 96	6 / 97
7 / 98	8 / 99	9 / 100	10 / 101	11 / 102	12 / 103	13 / 104
14 / 105	15 / 106	16 / 107	17 / 108	18 / 109	19 / 110	20 / 111
21 / 112	22 / 113	23 / 114	24 / 115	25 / 116	26 / 117	27 / 118
28 / 119	29 / 120	30 / 121				

MAY

S	M	T	W	T	F	S
			1 / 122	2 / 123	3 / 124	4 / 125
5 / 126	6 / 127	7 / 128	8 / 129	9 / 130	10 / 131	11 / 132
12 / 133	13 / 134	14 / 135	15 / 136	16 / 137	17 / 138	18 / 139
19 / 140	20 / 141	21 / 142	22 / 143	23 / 144	24 / 145	25 / 146
26 / 147	27 / 148	28 / 149	29 / 150	30 / 151	31 / 152	

JUNE

S	M	T	W	T	F	S
						1 / 153
2 / 154	3 / 155	4 / 156	5 / 157	6 / 158	7 / 159	8 / 160
9 / 161	10 / 162	11 / 163	12 / 164	13 / 165	14 / 166	15 / 167
16 / 168	17 / 169	18 / 170	19 / 171	20 / 172	21 / 173	22 / 174
23 / 175	24 / 176	25 / 177	26 / 178	27 / 179	28 / 180	29 / 181
30 / 182						

JULY

S	M	T	W	T	F	S
	1 / 183	2 / 184	3 / 185	4 / 186	5 / 187	6 / 188
7 / 189	8 / 190	9 / 191	10 / 192	11 / 193	12 / 194	13 / 195
14 / 196	15 / 197	16 / 198	17 / 199	18 / 200	19 / 201	20 / 202
21 / 203	22 / 204	23 / 205	24 / 206	25 / 207	26 / 208	27 / 209
28 / 210	29 / 211	30 / 212	31 / 213			

AUGUST

S	M	T	W	T	F	S
				1 / 214	2 / 215	3 / 216
4 / 217	5 / 218	6 / 219	7 / 220	8 / 221	9 / 222	10 / 223
11 / 224	12 / 225	13 / 226	14 / 227	15 / 228	16 / 229	17 / 230
18 / 231	19 / 232	20 / 233	21 / 234	22 / 235	23 / 236	24 / 237
25 / 238	26 / 239	27 / 240	28 / 241	29 / 242	30 / 243	31 / 244

SEPTEMBER

S	M	T	W	T	F	S
1 / 245	2 / 246	3 / 247	4 / 248	5 / 249	6 / 250	7 / 251
8 / 252	9 / 253	10 / 254	11 / 255	12 / 256	13 / 257	14 / 258
15 / 259	16 / 260	17 / 261	18 / 262	19 / 263	20 / 264	21 / 265
22 / 266	23 / 267	24 / 268	25 / 269	26 / 270	27 / 271	28 / 272
29 / 273	30 / 274					

OCTOBER

S	M	T	W	T	F	S
		1 / 275	2 / 276	3 / 277	4 / 278	5 / 279
6 / 280	7 / 281	8 / 282	9 / 283	10 / 284	11 / 285	12 / 286
13 / 287	14 / 288	15 / 289	16 / 290	17 / 291	18 / 292	19 / 293
20 / 294	21 / 295	22 / 296	23 / 297	24 / 298	25 / 299	26 / 300
27 / 301	28 / 302	29 / 303	30 / 304	31 / 305		

NOVEMBER

S	M	T	W	T	F	S
					1 / 306	2 / 307
3 / 308	4 / 309	5 / 310	6 / 311	7 / 312	8 / 313	9 / 314
10 / 315	11 / 316	12 / 317	13 / 318	14 / 319	15 / 320	16 / 321
17 / 322	18 / 323	19 / 324	20 / 325	21 / 326	22 / 327	23 / 328
24 / 329	25 / 330	26 / 331	27 / 332	28 / 333	29 / 334	30 / 335

DECEMBER

S	M	T	W	T	F	S
1 / 336	2 / 337	3 / 338	4 / 339	5 / 340	6 / 341	7 / 342
8 / 343	9 / 344	10 / 345	11 / 346	12 / 347	13 / 348	14 / 349
15 / 350	16 / 351	17 / 352	18 / 353	19 / 354	20 / 355	21 / 356
22 / 357	23 / 358	24 / 359	25 / 360	26 / 361	27 / 362	28 / 363
29 / 364	30 / 365	31 / 366				

City Holiday

CITRUS VALLEY HIGH SCHOOL

Bell Schedule 2024-2025

Monday Collaboration/Early Out Schedule

Monday

Period 1	8:30a.m. – 9:18a.m.
Passing Period/Breakfast Break	9:18a.m. – 9:26a.m.
Period 2	9:26a.m. – 10:19 a.m.
Passing Period	10:19a.m. – 10:27a.m.
Period 3	10:27a.m. – 11:15 a.m.
Passing Period	11:15a.m. –11:23a.m.
Period 4	11:23a.m. – 12:11p.m.
Lunch	12:11p.m. – 12:41p.m.
Passing Period	12:41p.m. – 12:49p.m.
Period 5	12:49p.m. – 1:37p.m.
Passing Period	1:37p.m. – 1:45p.m.
Period 6	1:45p.m. – 2:33p.m.

***No Collaboration during finals weeks 12/16 & 6/2**

Rally Schedule

Period 1	8:30a.m. – 9:14a.m.
Passing Period/Breakfast Break	9:14a.m. – 9:22a.m.
Period 2	9:22a.m. – 10:11a.m.
Passing Period	10:11a.m. – 10:19a.m.
Period 3	10:19a.m. – 11:03a.m.
Passing Period	11:03a.m. – 11:11a.m.
Period 4	11:11a.m. – 11:55a.m.
Passing Period	11:55a.m. - 12:03p.m.
RALLY	12:03p.m. – 1:01p.m.
Lunch	1:01p.m. – 1:31p.m.
Passing Period	1:31a.m. – 1:39p.m.
Period 5	1:39p.m. – 2:23p.m.
Passing Period	2:23p.m. – 2:31p.m.
Period 6	2:31p.m. – 3:15p.m.

Rally Days: 9/20, 1/24, 4/18

Regular Schedule

Tuesday – Friday

Period 1	8:30a.m. – 9:25a.m.
Passing Period/Breakfast Break	9:25a.m. – 9:33a.m.
Period 2	9:33a.m. – 10:33a.m.
Passing Period	10:33a.m. – 10:41a.m.
Period 3	10:41a.m. – 11:36a.m.
Passing Period	11:36a.m. –11:44a.m.
Period 4	11:44a.m. – 12:39p.m.
Lunch	12:39p.m. – 1:09p.m.
Passing Period	1:09p.m. – 1:17p.m.
Period 5	1:17p.m. – 2:12p.m.
Passing Period	2:12p.m. – 2:20p.m.
Period 6	2:20p.m. – 3:15p.m.

Finals Schedule

Period 1	8:30a.m. – 10:30a.m.
Lunch	10:30a.m. – 10:55a.m.
Passing Period	10:55a.m. – 11:00a.m
Period 2	11:00a.m. – 1:00p.m.

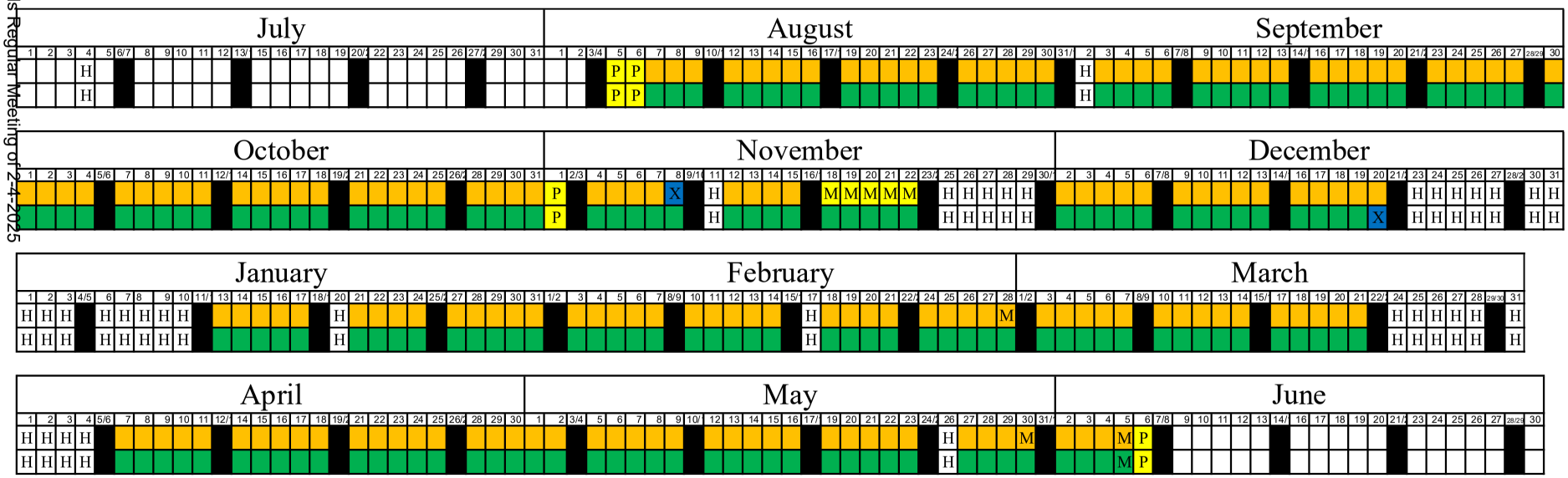
Finals Days: 12/17, 12/18, 12/19, 6/3, 6/4, 6/5

Minimum Day

Period 1	8:30a.m. – 9:03a.m.
Passing Period/Breakfast Break	9:03a.m. – 9:11a.m.
Period 2	9:11a.m. – 9:48a.m.
Passing Period	9:48a.m. – 9:56a.m.
Period 3	9:56a.m. – 10:29a.m.
Passing Period	10:29a.m. –10:37a.m.
Period 4	10:37a.m. – 11:10a.m.
Lunch	11:10a.m. – 11:38a.m.
Passing Period	11:38a.m. – 11:46a.m.
Period 5	11:46a.m. – 12:19p.m.
Passing Period	12:19p.m. – 12:27p.m.
Period 6	12:27p.m. – 1:00p.m.

Minimum Day Schedule for Back to School Night will be on 9/4. Student dismissal will be at 1:00 p.m. Detailed schedule will be sent through Parent Square.

REDLANDS UNIFIED SCHOOL DISTRICT
STUDENT ATTENDANCE CALENDAR
2024-2025
ALL REDLANDS SCHOOLS



Elementary
Secondary

P Staff Professional Day (No Students In Attendance)
M Minimum Day - Conferences/Report Card Preparation
H Holiday (No Students In Attendance)
X Report Card Day (No Students In Attendance)

Student Attendance Days - 180
Teacher Attendance Days - 185

End of Quarter and Semester Dates - Grades TK/K and 6-12

Quarter 1 - October 4
42 days
Quarter 2 / Semester 1 - December 19
47 days Quarter 2
89 days Semester 1
Quarter 3 - March 21
48 days
Quarter 4 / Semester 2 / End of year - June 5
43 days Quarter 4
91 days Semester 2

End of Trimester Dates - Grades 1-5

Trimester 1 - November 1
61 days
Trimester 2 - February 28
61 days
Trimester 3 - June 5
58 days

H - Holidays - NO ATTENDANCE

LABOR DAY	September 2
VETERANS DAY	November 11
THANKSGIVING RECESS	November 25 - 29
WINTER RECESS	December 23 - January 10
MARTIN LUTHER KING DAY	January 20
PRESIDENTS' DAY	February 17
SPRING BREAK	March 24 - April 4
MEMORIAL DAY	May 26

Board Approved: January 9, 2024

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APPENDIX C
PERMITS

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Application for Road / Encroachment Permit

City of Redlands - Municipal Utilities & Engineering Department

Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Contractor: _____ USA ID No.: _____

Contractor License No.: _____ Type: _____ Cal OSHA No.: _____

I hereby request permission to construct/install improvements/facilities within the City of Redlands road right-of-way at the following location:

Construction Start Date: _____ Anticipated Completion Date: _____

Development No.: _____ Plan No.: _____

Street Name: _____

Cross Streets: _____

Address: _____

and for the purpose of performing the following work:

_____

_____

Applicant/Agent Signature: _____ Date: _____

In accordance with Plans approved by the Municipal Utilities & Engineering Director and/or the Standard Specifications and Detail Drawings of the City of Redlands for the **quantity and type** of improvements listed below:

SHADED AREA FOR OFFICIAL USE ONLY

_____	EA	Driveway Appr, Res/Comm	$ 49.00	/ EA	=$	_____
_____	SF	Sidewalk	$ 0.09	/ SF	=$	_____
_____	SF	Cross Gutter/Spandrel	$ 0.58	/ SF	=$	_____
_____	LF	Curb & Gutter	$ 2.19	/ LF	=$	_____
_____	LF	Curb/Berm	$ 2.62	/ LF	=$	_____
_____	SF	Asphalt Pavement	$ 0.04	/ SF	=$	_____
_____	SF	Crushed Aggregate Base	$ 0.04	/ SF	=$	_____
_____	EA	Street Light	$ 81.00	/ EA	=$	_____
_____	EA	Traffic Signal - New	$ 2,152.00	/ EA	=$	_____
_____	EA	Traffic Signal - Modification	$ 1,737.00	/ EA	=$	_____
_____	CY	Reinforced Concrete	$ 89.00	/ CY	=$	_____
_____	LF	Storm Drain Pipe	$ 8.00	/ LF	=$	_____
_____	EA	Curb Inlet/Outlet Structures	$ 67.00	/ EA	=$	_____
_____	EA	Storm Drain Manhole/Junction Box	$ 67.00	/ EA	=$	_____
_____	EA	Curb Core	$ 62.00	/ EA	=$	_____
_____	LF	Sewer Main	$ 0.95	/ LF	=$	_____
_____	EA	Sewer Manhole	$ 67.00	/ EA	=$	_____
_____	EA	Sewer Cleanout	$ 134.00	/ EA	=$	_____
_____	EA	Sewer Lateral	$ 67.00	/ EA	=$	_____
_____	LF	Water Main - Potable	$ 1.09	/ LF	=$	_____
_____	LF	Water Main - Non-Potable	$ 1.09	/ LF	=$	_____
_____	EA	Fire Hydrant Assembly	$ 66.00	/ EA	=$	_____
_____	EA	Water Service Lateral	$ 26.00	/ EA	=$	_____
_____	EA	Water Shutdown	$ 67.00	/ EA	=$	_____
_____	EA	Fire Service	$ 58.00	/ EA	=$	_____
_____	LF	Excavation/Utility Trench	$ 1.25	/ LF	=$	_____
_____	SF	Street Patch	$ 0.67	/ SF	=$	_____
_____	SF	Warranty Fee (Street Cut)	$ _____	/ SF	=$	_____
_____		_____	$ _____	/	=$	_____
_____		_____	$ _____	/	=$	_____

SUBTOTAL PERMIT FEE $ _____

PERMIT FEE work complete within specified date from issuance = $ 219.00 fee. **$219.00**

PENALTY FEE 25% of total permit fee if issued after commencement of work $ _____

($250.00 minimum fee)

(Effective 06/02/09) **TOTAL ENCROACHMENT PERMIT FEE** $ _____

Truck Route Permit Required:

☐ YES ☐ NO

Closure Permit With Traffic Plan Required:

☐ YES ☐ NO

Water Shutdown Required:

☐ YES ☐ NO

Bond Required:

☐ YES ☐ NO

Conduit Material:

_____

Conduit Size:

_____

Calculated By

Inspected by

Municipal Utilities & Engineering

Approved By

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APPENDIX D
CITY OF REDLANDS CONTRACTOR SAFETY PROGRAM

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THE CITY OF REDLANDS

CONTRACTOR SAFETY PROGRAM

Rev. June 15, 2021

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CONTRACTOR SAFETY PROGRAM

I. Policy

The purpose of this Contractor Safety Program ("CSP") is to ensure, as best as reasonably possible, the protection and safety of all persons and property during construction activities undertaken by private contractors on behalf of the City of Redlands ("City"). The City has a comprehensive and structured approach in outsourcing services performed on City facilities by third-party persons and entities ("Contractor(s)"). The first phase of this comprehensive approach includes actively screening Contractors based on safety records, safety performance, and safety compliance. After the qualified Contractor is awarded a contract, the Contractor must then ensure compliance with all local, state, federal and Cal/OSHA regulations applicable to the contracted scope of work, and requirements set forth within this CSP. The Contractor, its agents, and personnel must adhere to the policies and procedures set forth by this CSP and all applicable laws and regulations.

II. Authority

California Code of Regulations, Title 8, Section 336.10 "Determination of Citable Employer"
California Code of Regulations, Title 8
"Greenbook" Standard Specifications for Public Works Construction
Redlands Municipal Code
California Building Code

III. Scope

This CSP applies to all Contractors who provide or render construction or improvement services for City-owned property and facilities.
The Contractor services covered under this CSP include, but are not limited to, the following:

A. New construction;
B. Remodeling;
C. Facility maintenance or repair;
D. Equipment installation or maintenance; and
E. Services (i.e. janitorial, fleet operations, landscaping, etc.)

Consultants/ Professional service providers are exempt from having to submit a Safety Prequalification Questionnaire ("SPQ"), prior to the beginning of work, but they are expected to be compliant with industry best practices with regards to maintaining a safe work environment for their employees and others.

IV. Definitions

A. **Contract –** any written agreement between the City of Redlands and a Contractor, to perform a specified scope of work on City facilities. With respect to this policy, a contract includes, but is not limited to: awarded purchase orders, bids, and/ or project contracts.
B. **Construction Work –** construction, alteration, and/or repair, including painting and decorating.
C. **Contractor –** a person or entity (including all personnel) awarded a contract to perform work on City property or facilities.
D. **D.A.R.T Rate –** Injuries and illnesses severe enough to warrant: Days Away, Restrictions and Transfers. The DART rate is calculated using the following formula: Number of OSHA Recordable injuries and illnesses that resulted in Days Away x 200,000/divided by total hours worked by all employees during the year covered.

E. **Designated Work Area –** an area where it is necessary to restrict or limit entry or access of nonessential personnel or the public. Examples include work areas involving remediation abatement, demolition, excavation, and overhead lifting.
F. **Facilities –** any building or property owned by the City of Redlands.
G. **Hazard –** source or situation with a potential for harm in terms of injury or health, damage to property, damage to workplace environment, or a combination of these.
H. **Job Hazard Analysis ("JHA") –** a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. The objective is to eliminate the risk or to utilize control measures to reduce the risk.
I. **North American Industry Classification System ("NAICS") –** is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
J. **Non-compliance –** any deviation from standards, practices, processes, procedures, regulations etc. that could either directly or indirectly lead to injury or illness, property damage, damage to the workplace environment, or any combination of these criteria.
K. **Notice of non-compliance –** form provided to the Contractor by the City alerting the contractor of non-compliance with City specifications, Cal/OSHA regulations, or any other generally accepted safe work practice.
L. **Non-compliant hazardous work condition –** any hazard that is considered to be non-compliant with State or Federal safety and health regulations, City specifications, or any inconsistency with generally accepted work practices.
M. **Personnel –** all Contractor employees, contractors, sub-contractors and agents provided access to City property or facilities.
N. **Recordable Incident** – any injury or illness resulting in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness per OSHA Section 1904.7(a).
O. **Safety Tailgate –** informal safety meeting generally conducted at the job site prior to the commencement of a job or work shift.
P. **Services –** any and all, labor, duties, functions and activities required to be performed by the Contractor under the contract and any subsequent addenda.

V. Responsibilities

<u>RISK MANAGEMENT</u>

A. Update, maintain, and administer this CSP;
B. Maintain centralized records of training, site visit data, written programs, tailgate meetings, permits, and all other necessary contractor related documentation;
C. Provide technical assistance to Engineering personnel;
D. Attend Pre-construction meetings and progress meetings as needed;
E. Provide assistance on safety inspections as needed;
F. Review safety submittals;
G. Provide guidance on pre-qualification determination; and
H. Provide training to affected city personnel with responsibilities under this program.

PROJECT MANAGER (CITY)

The Project Manager has the authority to delegate any or all portions of this CSP to subordinates, but the Project Manager will be held accountable for their compliance. The Project Manager shall contact Risk Management, as necessary, for assistance in relation to this CSP.

A. Ensure safety hazards are addressed in a timely manner;
B. Communicate safety concerns during pre-construction meetings and progress meetings;
C. Inform impacted employees of construction activities scheduled in their work area;
D. Enforce pre-qualification procedures in bidding process; and
E. Ensure this CSP is properly executed.

INSPECTOR (CITY)

The City of Redlands construction inspector is not a safety professional and will only provide "Notice of Non-Compliance" for obvious and serious non-compliant conditions.

A. To the best of their abilities, inspect work sites for safety hazards;
B. Communicate safety concerns to Contractor;
C. Provide Contractor with "Notice of Non-Compliance" when serious conditions occur or repeat violations;
D. Collect documentation needed for construction worksites;
E. Submit documentation to Risk Management for recordkeeping;
F. Maintain photo documentation of safety hazards;
G. Never enter situations that can harm or endanger himself/ herself;
H. Never use personal protective equipment (PPE) or enter situations, which they are not trained for;
I. Contact Emergency Medical Services (911) and Risk Management in case of emergency; and
J. Attend and communicate safety concerns in progress meetings.

EMPLOYEES (CITY)

A. Immediately notify the Project Manager, inspector, or Risk Management of any safety related concerns at a Contractor job site; and
B. Contact Emergency Medical Services (911) and Risk Management in case of emergency.

CONTRACTOR

Where relevant and applicable, the Contractor's responsibilities shall include:

A. Compliance with requirements and responsibilities detailed within the Contractor Safety Program;
B. Ensure all local regulatory requirements are met and all necessary permits are obtained before conducting work on behalf of the City;
C. Designate a Project Safety Official by name who shall be available at all times to abate safety hazards;
D. Ensure all personnel have the appropriate qualifications and training to perform the contracted work (Copies of current training documentation and certifications must be on file with the City);
E. Inform City Project Manager or inspector of any job site safety hazards or concerns;
F. Inform City Project Manager if any suspected asbestos-containing material is located;
G. Conduct and submit Job Hazard Analysis (JHA) before work and as required by change of tasks;
H. Conduct and submit Safety Tailgates on a bi-weekly basis;
I. Provide all required PPE necessary to conduct work safely and in accordance with required local regulations;
J. The safety of all individuals who enter work site;
K. Spill cleanup;
L. Immediately report any incidents, accidents, near misses, unsafe conditions, or unsafe acts involving any jobsite personnel;

M. Arrange for the proper storage and removal of waste generated prior to the completion of job, and provide confirmation that the materials have been removed or disposed of in a manner compliant with all applicable environmental regulations;
N. Removing all equipment used during work activities and ensuring proper housekeeping of designated work area at the end of each workday and upon completion of the job;
O. Contact Emergency Services (911) and Project Manager in the event of an emergency; and
P. For the actions of their subcontractors, as they may pertain to this CSP, including their adherence to its contents and review of this document.

PROJECT SAFETY OFFICIAL (CONTRACTOR)

A. Shall be at the work site at all times;
B. Must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices;
C. Shall be available at all times to abate any potential safety hazards; and
D. Shall have the authority and responsibility to shut down an unsafe operation, if necessary.

VI. Program

SAFETY PREQUALIFICATION PROCESS

A. The safety prequalification process is intended to:
   - Provide the City with knowledge of past and current safety performance of Contractors working on City construction projects;
   - Improve Contractor compliance with City safety rules, including safe work practices required by applicable regulations and laws; and
   - Improve safety during Contractor activities.
B. A copy of the SPQ shall be provided to each person or entity bidding on a project, as part of the bidding process.
C. The completed questionnaire shall be returned and reviewed prior to awarding contract work, with supporting information provided as indicated by responses on questionnaire.
D. The SPQ shall be submitted to: 35 Cajon St., Suite 4
   Redlands Ca, 92373
   Attention: Project Name-Contractor Name-SPQ
E. The following criteria and information relating to the Contractor will be reviewed prior to awarding contract:
   - Contractor License;
   - Incident Rates;
   - OSHA Citations;
   - Safety Policies;
   - Safety Programs and Procedures;
   - Compliance History on City Projects; and
   - Certification Statement.
F. Contractor must qualify in each section to be approved for award of a contract.
G. If a Contractor fails to pass prequalification procedure, the City has the right to disqualify the Contractor's proposal.

H. All costs associated with compliance with City of Redlands prequalification requirements shall be at the sole expense of the Contractor.
I. If a Contractor provides information that is later determined to be false, or improperly withholds information, the Contractor will be immediately disqualified.
J. Any questions or information relating to filing this questionnaire may be answered by reaching:
   - Engineering: (909) 798-7698; or
   - Risk Management: (909) 798-7514

DISQUALIFICATION APPEAL PROCESS

This provision is established pursuant to Public Contract Code section 20101(d) which requires every public agency that requires prospective bidders to prequalify pursuant to the law to establish "a process that will allow prospective bidders to dispute their proposed prequalification rating prior to selection of an alternate bidder." If the City intends to disqualify a bidder based upon the bidder's safety record, the City will notify the bidder in writing and provide the bidder with any supporting evidence that has been received from others or adduced as a result of an investigation by the City. The notice of intention shall be sent by certified mail with return receipt requested or by overnight mail via a delivery service that provides online tracking which identifies the date of the prospective bidder's receipt of the notice, and shall include notice that the bidder has the right to, and may request a hearing to rebut any evidence used as a basis for disqualification and to present evidence to the City as to why the prospective bidder should be found qualified. Requests for a hearing must be made by written request to the City within ten calendar days of the date of the prospective bidder's receipt of the City's notice of intention. If the bidder does not request a hearing within the time allowed, the City's determination shall stand unchallenged and become final.

Within seven calendar days of receiving the bidder's request for a hearing, the City shall notify the bidder in writing of the date, time and place of the hearing. The hearing shall be held no sooner than ten (10) calendar days and no later than fifteen (15) calendar days after the notice is given. The notice shall inform the bidder of its right to present testimony and documents in support of its position.

The hearing shall be conducted before the Redlands City Manager, which may be continued from time to time as reasonably determined by the City Manager, but shall not exceed forty five (45) days. At the conclusion of the hearing, and after considering all testimony and documentation presented, the City Manager shall issue a written decision no later than five calendar days following the hearing. The City Manager's decision shall be final and is not subject to further appeal to the City.

The bidder shall not be entitled to bid on any contracts with the City until it has met the safety pre-qualification standards. If the City Manager approves an appeal, the contractor will have been deemed to meet the qualification standards and it will be valid for one year. The bidder shall have the right to withdraw its application for prequalification or its appeal at any time before the City Manager's decision becomes final. Such withdrawal will not preclude the bidder from re-applying for prequalification.

CONSTRUCTION PROJECTS

A. After a contract is awarded, the Contractor shall maintain, throughout the duration of the project, safety measures as necessary to protect the public and workers within, or in the vicinity of, the designated work zone. This includes an evaluation of the work to be performed and the hazards likely to be encountered. Contractors are expected to follow, at a minimum, all pertinent laws, rules and regulations for the location in which they will be working. Where applicable, Contractor Safety Programs will meet or exceed City programs/ procedures and are subject to review and approval by the City prior to contract execution.

B. Job Hazard Analysis ("JHA")
    1. Prior to a notice to proceed a JHA must be completed utilizing the City's form, or equivalent, to assess the hazards present in the designated work area. Any information requested on the City's form, but not stated on the equivalent form utilized, shall be provided separately with the original submission.
    2. All members of the construction unit must sign the JHA to acknowledge hazard abatement procedures.
    3. JHA must be kept at job site accessible to all impacted personnel.
    4. Failure to follow JHA procedures may lead to termination of the contract.
C. Personal Protective Equipment ("PPE")
    1. All required PPE must be worn at all times during work activities.
    2. All mandatory PPE must be highlighted in the JHA.
    3. PPE shall be provided by the Contractor.
    4. Failure to follow PPE guidelines may lead to termination of the contract.
D. Safety Tailgates
    1. Safety Tailgate Meetings must be held on a biweekly basis for all construction projects.
    2. The first meeting shall take place on Day 1, Week 1 and every other week thereafter.
    3. Tailgates shall be signed by all personnel and submitted to Construction Inspector for recordkeeping.
    4. Tailgate topics should be specific to the scope of work of the project.
E. Injury Reporting
    1. Contractors shall immediately report injuries or accidents to the Project Manager (regardless of severity). Additionally, contractors are responsible for and must also conduct accident investigations of any injuries that occur on site and provide results to the Project Manager.
    2. Use the City Incident Investigation Form (Attachment E), or equivalent, to meet this requirement.
F. Spill Prevention
    1. The Contractor is responsible for any spill within the confines of the project and those outside of the construction limits caused by the Contractor's defective equipment, containers, or personnel.
    2. Secondary spill containment systems shall be used to prevent contamination of the environment.
G. Construction in Occupied Buildings
    1. When building occupants are present during construction projects additional safeguards must be implemented to eliminate exposures and complaints. Dust/ particulates from demolition, sanding and other construction activities must be controlled by adequate ventilation, or containment and negative air ventilation systems based upon the specific type of activity and particle. Similar controls must be utilized for odorous activities including, but not limited to, carpet adhesive, painting, welding, and coatings.
    2. The Contractor shall ensure that the HVAC system is protected in order to prevent contamination. If an HVAC system is unprotected and contaminated by any construction/demolition materials, the Contractor shall be held responsible for the cost of cleaning the system and any subsequent repairs therein.
    3. Negative air ventilation systems shall have appropriate filtration and be exhausted outside of the building.

INSPECTIONS

A. Follow up inspections will be executed to enforce compliance with safety and health requirements.
B. Follow up inspections will be conducted as part of routine site inspections by construction inspector and Risk Management employees.

C. The SPQ aims to provide the City with knowledge of Contractor safety history and safety practices. This minimizes the need for increased frequency of inspections. In addition, the City will take the following guidelines into consideration when determining frequency of inspections.
    1. Scale of project;
    2. The frequency with which the number and types of hazards change as the work progresses;
    3. More frequent inspections will be implemented in the beginning of the project; and
    4. When the Contractor has never worked for the City.

TRAINING/DOCUMENTATION

A. Contractor will ensure that all personnel are properly trained for the scope of work they are assigned, as well as the equipment they will be utilizing.
B. Documentation shall be on file with the City prior to project start.
C. Personnel missing training documentation shall not be permitted to work on awarded City projects.
D. Training requirements are mandated by Federal and State Regulations. This may include, but is not limited, to the programs listed in the SPQ.

NON-COMPLIANCE

A. Contractor compliance issues shall be documented on the "Notice of Non-Compliance" form. A copy of this form shall be provided to Contractor for completion.
B. Upon receipt of the completed "Notice of Non-Compliance" form, the Project Manager and Risk Management will evaluate, based on the incident, and identify, as appropriate, any additional corrective and/or preventive actions for completion.
C. If immediate correction is not feasible, the project will be temporarily stopped until the issue is adequately resolved.
D. City staff with authority to stop work are:
    1. Construction Inspector;
    2. City Project Manager;
    3. City Manager; and
    4. Risk Management staff.
E. Any violation or deviation from safety rules, procedures, or regulations, based on evaluation, may be subject to any and all disciplinary actions listed as follows:
    1. Verbal warning
    2. Written warning-Notice of Non-Compliance (work may not continue until approved corrections are implemented);
    3. Dismissal of non-complying personnel; and/or
    4. Termination of Contract.

The City of Redlands maintains the right to terminate any contract for the violation of safety issues without liability to the City.

CITY PERSONNEL

A. All affected City employees will be informed in advance of any construction related work or other contract work which has the potential for impacting their workplace. Notifications will be made to all affected employees via e-mail or written memo by the Project Manager or designee. Notifications must include the following information:
    1. Start and end dates of the work to be completed;
    2. Work areas to be affected;

3. Description of work to be completed;
4. Name and phone number of Project Manager;
5. Name and phone number of Construction Inspector; and
6. Name and phone number of Risk Management.

B. Employees should be instructed to notify Project Manager regarding logistical issues or other concerns. Safety and Health concerns should be directed to either the Project Manager, Inspector, or Safety Specialist.

VII. Recordkeeping

The City's Human Resources / Risk Management Department will maintain all records prepared in association with this CSP, with copies also place on file with the office of the City Clerk.

VIII. Additional References

https://www.dir.ca.gov/title8/336_10.html

City of Redlands
Acknowledgment of Receipt Statement

I acknowledge by signing this document, that I have received and reviewed the City of Redlands' Contractor Safety Program and understand that it contains important information on the City's policies and procedures regarding employee safety as it pertains to Contractor activities. Furthermore, I acknowledge that failure to comply with any of these procedures may lead to termination of the contract with the City.

_____	_____
Contractor Signature	Contractor Title:
_____	_____
Contractor Name (Print)	Date Signed

If you have any questions regarding this document, please contact the
Risk Management Division at (909) 798-7514.

CITY OF REDLANDS
SAFETY PREQUALIFICATION QUESTIONNAIRE

Omitting or reporting false information on this questionnaire may result in disqualification of bid. The City of Redlands reserves the right to conduct random or for-cause audits of information stated in this questionnaire. If deemed necessary, additional documentation may be requested by the City to verify responses on this questionnaire.

SECTION 1 – GENERAL INFORMATION

Company Name:	
Contractor License #:	Expiration Date:
Address:	
City:	State: Zip Code:
Name of Person Submitting Application:	
Title:	Telephone #:
Email Address:	
Identify the highest ranking Safety/Health Professional in your Company:	
Name:	
Title:	Telephone #:

SECTION 2 – INCIDENT RATES & WORKER'S COMPENSATION INFORMATION

INCIDENT RATES **Provide your actual injury and illness data below:**	Provide the NAICS Code Number that best represents your Firm:_____ Provide any additional numbers here: _____

(Provide three full years of data)	Last Calendar	2 Years Ago	3 Years Ago
Number of hours worked by all employees:			
Total Recordable Incident Rate*:			
D.A.R.T. Rate*:			
Total Number of Fatalities:			

Incident Rate = [(Total Recordable Cases X 200,000 hours)/ Number of hours worked by all employees]

D.A.R.T. Rate = [(Total Number of entries for Days Away, Restricted and Job Transfer X 200,000 hours)/ Number of hours worked by all employees]

If your latest incident rates and D.A.R.T. rates are greater than 100% of the industry average for all your NAICS code Numbers Listed, your bid may be disqualified.

The industry average can be found at www.bls.gov

WORKERS' COMPENSATION INFORMATION

1. Provide your Workers' Compensation Experience Modification Rate (EMR) Data:

	Policy Year	EMR
Current EMR*		
1 Year Ago:		
2 Years Ago:		
3 Years Ago:		

* If your current EMR is greater than 1.25, initialing here certifies that you will provide a competent, full- time person or representative responsible for safety for all City projects:_____

* Initialing here certifies that your firm does not have an EMR:_____
(Submit a copy of your firm's Loss Run Reports for the last three years if your firm does not have an EMR.)

Name of your firm's Workers' Compensation carrier:

Phone Number of Workers' Compensation carrier

2. Is your firm self-insured for Workers' Compensation claims?	Yes ❒	No ❒
(If yes, please attach a copy of the latest Annual Report to the State of California Department of Industrial Relations and/or State of California Certificate of Self-Insurance.)		

SECTION 3– CITATION HISTORY

1. Has your firm received any regulatory citations in the last three years?	Yes ❒	No ❒
If yes, please answer the question below.		

2. Were any of the confirmed (Closed) citations classified as Serious, Willful, Repeat, or Failure to abate?	Yes ❒	No ❒
3. If yes, please explain:		
4. Have you abated all of the citations issued to you in the last three years	Yes ❒	No ❒
If no, please explain abatement action plan:		

SECTION 4 – SAFETY POLICIES

	Questions (Please check YES or NO)	YES	NO*
1.	Does your company provide and adhere to a written Illness Prevention Program (IIPP) (CCR Title 8 §3203(a))? If yes, a copy of the program will be required on-hand at the job site throughout the duration of the contract. Please attach a copy to your bid proposal.	☐	☐
2.	Does your company provide and conduct Tailgate Meetings, or equivalent with employees at least every 10 working days. (CCR Title 8 §1509(e))	☐	☐
3.	Does your company have a policy for disciplinary action for unsafe behavior ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203(a)(2))	☐	☐
4.	Does your company provide and abide by a written Code of Safe Practices that relates to your firm's operations. (CCR Title 8 §1509(b)) If yes, a copy of the Code of Safe Practices will be required on-hand at the job site throughout the duration of the contract. Please attach a copy with your bid proposal.	☐	☐
5.	Does your company perform JHAs? (CCR Title 8 §1511(b)	☐	☐
6.	Does your company provide training and retraining programs for ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203 (a)(2), (a)(7)	☐	☐
7.	Does your company provide training and retraining programs for ensuring employee compliance	☐	☐

*Please provide reason(s) for NO answer in the box below or on a separate sheet of paper.

Failure to provide the above-referenced documents will result in the contractor's bid being disqualified.

SECTION 5 – SAFETY PROGRAMS AND PROCEDURES

PLEASE ANSWER ALL QUESTIONS BY CHECKING YES OR NO, AND ATTACHING APPROPRIATE DOCUMENTS THAT MAY APPLY OR AS REQUESTED.

		YES	NO
1.	**Is Confined Space work anticipated in the scope of the work awarded? (If no, please proceed to Question 2)**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Confined Space Entry Procedure		☐	☐
List of personnel authorized on jobsite to work in confined space(s)		☐	☐
List of personnel authorized on jobsite to serve as Rescue Team		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

2.	**Is work requiring Lockout/Tagout protocols anticipated in the scope of the work awarded? (If no, please proceed to Question 3)**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Lockout/Tagout (LOTO) Procedure		☐	☐
List of personnel authorized on jobsite to perform LOTO		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

3.	**Is work requiring a personal lift anticipated in the scope of the work awarded? (If no, please proceed to Question 4)**	☐	☐
	If yes, please attach the following:	Attached?	
List of personnel authorized on jobsite to use lifts		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

4.	**Is work requiring a forklift anticipated in the scope of the work awarded? (If no, please proceed to Question 5)**	☐	☐
	If yes, please attach the following:	Attached?	
List of personnel authorized on jobsite to use a forklift		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

5.	**Is work requiring a crane anticipated in the scope of the work awarded? (If no, please proceed to Question 6)**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Crane Program		☐	☐
Copy of all expected Crane operators' Certifications		☐	☐
List of personnel designated as Competent under Crane program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

6.	**Is Hot Work (as defined by OSHA) anticipated in the scope of the work awarded? (If no, please proceed to Question 7)**	☐	☐
If yes, please attach the following:		Attached?	
Copy of written Hot Work Procedure		☐	☐
List of personnel authorized on jobsite to perform Hot Work		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

7.	**Is Trenching/ Excavation work anticipated in the scope of the work awarded? (If no, proceed to Question 8)**	☐	☐
Is a plan in place for the disposal of all material that cannot be returned to the trench/ excavation?		☐	☐
Are appropriate materials for barricading or securing work area at jobsite?		☐	☐
Has a permit from the Department of Industrial Relations for excavations deeper than 5 feet been obtained?		☐	☐
If yes, please attach the following:		Attached?	
Copy of written Trenching/ Excavation Procedure		☐	☐
Copy of Permit if trench is to exceed depth of 5 feet		☐	☐
List of personnel designated as Competent under Trenching/ Excavation Program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

8.	**Is electrical work anticipated in the scope of the work awarded? (If no, proceed to Question 9)**	☐	☐
If yes, please attach the following:		Attached?	
Copy of written Electrical Safety Program		☐	☐
List of personnel designated as Competent under Electrical Safety Program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

9.	**Is work that may have an arc flash potential anticipated in the scope of the work awarded? (If no, proceed to Question 10)**	☐	☐
Are all materials required to safely perform arc flash present?		☐	☐
If yes, please attach the following:		Attached?	
Copy of Arc Flash Procedure		☐	☐
List of personnel designated as Competent under Arc Flash Program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

10.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 11)?**	☐	☐
If yes, please attach the following:		Attached?	
Copy of written Hearing Conservation Program		☐	☐
List of personnel working in high noise areas		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

11.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 12)?**	☐	☐
* Copies of SDS for Chemicals used must be kept at jobsite			
Please attach the following:		Attached?	
Copy of written Hazard Communication Program		☐	☐
List of personnel performing work with chemicals		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐
List trade names of all hazardous materials which you will be using on site:			

12.	**Is work on or adjacent to public roadways anticipated in the scope of the work awarded. (If no, proceed to Question 13)**	☐	☐
Do you have the appropriate provisions (signs, devices, barricades/)		☐	☐
Please attach the following:		Attached?	
Please provide a list of personnel working in traffic areas.		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

13.	**Is it anticipated in the scope of the work awarded that exposure to asbestos is possible? (If no, proceed to Question 14)**	☐	☐
Please attach the following:		Attached?	
Copy of written procedure(s)		☐	☐
List of personnel working with potential exposure to asbestos		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

14.	**Is it anticipated in the scope of the work awarded that exposure to silica is possible? (i.e. sandblasting, concrete demolition, concrete saw cutting, surface grinding, etc.) (If no, proceed to Question 15)**	☐	☐
Please attach the following:		Attached?	
Copy of Silica Control Plan		☐	☐
List of personnel working with potential exposure to silica		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

15.	**Is work at heights anticipated in the scope of the work awarded? (If no, proceed to Question 16)**	☐	☐
Please attach the following:		Attached?	
Copy of written Fall Protection Program		☐	☐
List of personnel designated as Competent under Fall Protection Program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

16.	**Is work requiring the use of respirators anticipated in the scope of the work awarded? (If no, proceed to Question 17)**	☐	☐
Please attach the following:		Attached?	
Copy of written Respiratory Protection Program		☐	☐
List of personnel using respirators		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

17.	**If the scope of work to be performed is not adequately represented by questions (1-16), please list any additional Health & Safety concerns below.**

SECTION 6 – COMPLIANCE HISTORY ON CITY PROJECTS

In addition to the previous sections, Contractors that have previously been awarded work by the City, will be equally evaluated on their compliance history in relation to City projects.

SECTION 7 – CERTIFICATION STATEMENT

I Certify under penalty of perjury that:

a. the information contained herein is true and correct to the best of my knowledge, and

b. no attempt has been made to give false or misleading information or to withhold any information.

Signature of Authorized Representative:	Title of Authorized Representative
Printed Name of Authorized Representative	Date Signed:

NOTICE OF NON-COMPLIANCE

Project: _____

Contractor: _____

Notice of Non-Compliance was issued to Contractor's representative,_____,
Name

on_____at_____.

The following unsafe behaviors were observed at the Contractor's job site:

_____
_____
_____
_____
_____
_____
_____

If the unsafe condition is not immediately corrected, the City of Redlands may take disciplinary action in accordance with the Contractor Safety Program guidelines.

_ _ _ _

Job Hazard Analysis

Project:			
Company:	Project Safety Official:	Project Manager (City):	
Scope of Work:		Location:	Date:

Tasks	Potential Safety Risks/Hazards	Safety Controls/Mitigat	Required PPE
			☐ Hard Hat ☐ Safety Vest ☐ Safety Glasses/Goggles ☐ Safety Boots ☐ Respirator ☐ Safety Gloves ☐ Face Shield ☐ Fall Protection ☐ Other: _____ _____ _____ _____

Signatures of Employees On-Site this JHA is applicable to:

Employee Signature:	**Print Name:**	**Date:**

INCIDENT INVESTIGATION FORM

Date of Incident:	Time of Incident:	Date Reported:
Lead Investigator:	Contact Information:	
Contractor:	Employee Name:	
Witness 1 Name:	Telephone:	
Witness 2 Name:	Telephone:	
Incident Site/ Location		
Incident Summary:		
Near Miss Yes No	Incident Severity: Minor Significant Major Critical	
Root Cause(s):		
Corrective Actions:		

APPENDIX E
CITY OF REDLANDS MUED GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS

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CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS

January 2023 Edition

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1 - GENERAL

1.1 Standards and Specifications -- The work shall be done in accordance with the current City of Redlands Standards, Standard Specifications for Public Works Construction (Greenbook), latest edition, and these Conditions and Specifications. Any deviation from said requirements must be approved in writing by the City Engineer.

1.2 Changes or Additions to Permit -- The City reserves the right to make any changes or additions to a permit after issuance if such changes or additions are believed necessary for the protection of roads or for the health and safety of the public.

1.3 Relocation -- If any part of an installation interferes with the present use of roads by the general public or is in conflict with future or current City improvement projects, it shall be removed or relocated as directed by the City at the expense of the Permittee or his successor in interest.

1.4 Utility Construction -- Permits for utility trenching, including utility service trenching, within City right-of-way, shall be issued to the respective utility purveyor or a California licensed contractor. The Permittee shall warranty the trench repair in perpetuity.

1.5 Licensed Contractor -- All excavation, repair and restoration in City road right-of-way shall be performed by a contractor with the appropriate license issued by the State of California Contractors License Board or by utility purveyor's regular employees.

1.6 Permit Possession -- Other than emergency repairs, there shall be no work performed in City road right-of-way until an encroachment permit is issued. A copy of this permit, a set of approved plans and permits required by any other legally constituted authority shall be on site at all times construction is in progress. Permits that require excavation shall be valid only after an Underground Service Alert (USA) inquiry identification number is issued if an excavation is to take place.

1.7 Permittee Responsibility -- In addition to all conditions herein, the Permittee is responsible for safety and construction requirements within the limits of the project. The Permittee and his employees shall abide by all the regulations of any legally constituted authority.

1.8 Hold Harmless -- The Permittee shall preserve and save harmless the City and each officer and employee thereof, from any liability or responsibility for any accident, loss or damage to persons or property happening or occurring as a proximate result of Permittee's negligence or the negligence of Permittees' agents, servants, employees or contractors in the design or performance of any work undertaken under any permit granted to Permittee pursuant to the application.

1.9 Notification -- Except in emergencies, the Permittee shall notify the City one working day, excluding weekends and holidays, prior to starting a project and for each phase of construction. In addition, the Permittee shall notify USA 48 hours prior to any excavation.

1.10 Inspection -- All construction performed in relation to a road permit shall be inspected prior to and during installation by City personnel. Construction performed without inspection

may be subject to removal and replacement. The entire cost of removal and replacement shall be borne by the Permittee, regardless of whether the installation removed was found to be defective.
1.11 Failure To Comply -- Should a Permittee fail to comply with the provisions of the encroachment permit or the requirements of any legally constituted authority, the City Engineer may order the Permittee to stop work, wholly or in part, until the discrepancies have been resolved to the City's satisfaction. Upon satisfactory completion of corrections, written approval from the City shall be required before work may resume. Failure to comply with this requirement shall result in revocation of permits. The City may perform work required or arrange for the work to be done and the entire cost of the required work shall be borne by the Permittee.

2 - PUBLIC CONVENIENCE AND SAFETY

2.1 Traffic and Access -- The Permittee's operation shall cause no unnecessary inconvenience to the public. The access rights of the public shall be considered at all times and unless otherwise authorized, traffic shall be permitted to pass through the work area at all times. Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the City Engineer.

2.2 Traffic Control -- Traffic Control shall conform to the current Work Area Traffic Control Handbook (WATCH) or other traffic control manuals may be used with approval of the City Engineer.

2.3 Working Hours -- Except for emergency repairs, no work shall be performed within City road right-of-way on weekends, City holidays, before 7 AM or after 4 PM unless authorized by the City Engineer.

2.4 Dewater Operations -- Release of, or the directing of water onto City roads shall be authorized only by the City and shall include traffic control per Section 2.2, clean-up per Section 4.1 and erosion control. If erosion occurs, grading shall be as required in Section 5.4. Discharges shall comply with the National Pollutant Discharge Elimination System (NPDES) and with federal law, state law and local ordinance.

2.5 Closing Roads -- No road shall be closed without authorization from the City Engineer except in the case of an emergency. An authorized road closure will allow the detour of through traffic only. The Permittee shall provide a smooth dust controlled route that allows unimpeded access for emergency vehicles and residents at all times. A minimum of ten (10) working days are required to process the application.

To apply for a road closure authorization, submit the following to the City of Redlands One Stop Permit Center, 35 Cajon Street Suite 15A, Redlands, CA 92373.

- Written request for the closure with the time schedule included.
- Detour route and sign locations, a detour plan designed by a Registered Civil or Traffic Engineer, if required by the City.

3 - PRESERVATION OF PROPERTY

3.1 Protection of Property -- The Permittee shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

The Permittee shall repair or replace all existing improvements damaged within the right-of-way which are not designated for removal on the approved plans to match the original in finish and dimension. Trees, lawns and shrubbery that are not designated for removal on the plans shall be protected from damage or injury. If damaged or removed because of the Permittee operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible as approved by City personnel. The Permittee shall give seven (7) days notice to occupants or owners of adjacent property to allow them to salvage or relocate plants, trees, fences, sprinklers and other improvements within the right-of-way which are designated for removal on the plans and would be destroyed because of the work.

3.2 City Facilities -- Prior to construction, the Permittee shall assess the condition of City facilities within project limits and report to the inspector all damaged, defaced or missing pavement, sidewalk, curb, gutter, traffic signs, pavement markings or hazardous conditions that may exist before work is started. Prior to final acceptance of the project, all City facilities shall be in the same or better condition as determined by City personnel.

3.3 Traffic Signals -- Traffic signal detector loops, wiring or appurtenant facilities damaged by the Permittee's operation shall be reported immediately to the City. Any damage shall be repaired immediately at no expense to the City as directed by the City.

3.4 Survey Monuments -- The Permittee shall locate, protect or tie-out all survey monuments which may be disturbed or destroyed. Survey monuments shall be located, referenced and a Corner Record filed with the County Surveyor prior to the start of construction. Following completion of the work, the monuments shall be reset in the surface of the new construction, a suitable monument box placed thereon, or permanent witness monuments set and a Corner Record filed with the County Surveyor prior to final project notice of completion issued by the City. All work shall be performed under the direction of a licensed Land Surveyor or registered Civil Engineer at no expense to the City.

3.5 Underground Service Alert Markings -- All Underground Service Alert (USA) markings shall be accomplished by the use of marking chalk only. It shall be the responsibility of the Permittee to verify the use of marking chalk when requesting USA services. Any USA markings resulting from Permittee activity shall be removed by sandblasting, sodablasting or water blasting ensuring all NPDES regulations are complied with. Markings must be removed by the Permittee within thirty (30) days from the completion of construction at no expense to the City. If the Permittee fails to remove the markings within the 30 days, the City will remove the markings. The Permittee will be responsible for all costs incurred by the City in accordance with Section 12.20.170 of the City of Redlands Municipal Code. If damage to existing improvements occurs during the removal of USA markings, it shall be repaired to the original condition by the Permittee and approved by the City. Utilizing paint to cover over markings will not be accepted.

4 - PROJECT SITE MAINTENANCE

Surplus dirt, debris, rocks or building materials shall be contained during permit work and the site broomed daily to reduce possibility of being carried by runoff into a storm drain, stream or natural drainage course or lake. At the completion of the permit work, the previous drainage patterns must be restored. Material shall not be placed in such a manner which might result in the blockage of any drainage structure at either the inlet or outlet.

4.1 Clean-up and Dust Control -- Throughout all phases of construction, including suspension of work, the Permittee shall keep the work site clean and free from rubbish and debris. The Permittee shall also abate dust nuisance by cleaning, sweeping and sprinkling with water or other means as necessary. The use of water resulting in mud on roads or drainage facilities will not be allowed as a substitute for sweeping or other cleaning methods. All soil and construction material shall be removed prior to that portion of the road being made available to traffic.

4.2 Truck Routes -- When required by the City, obtain a truck route permit before beginning work. Permits are issued approximately five (5) working days after filing of proper plans, fees and application to the City. Care shall be exercised to prevent spillage on, or damage to City roads. Any such spillage or damage shall be removed or repaired immediately. Dust control and traffic control shall be provided for all hauling operations.

4.3 Storage in City Roads -- There shall be no equipment or materials stored or stockpiled in road right-of-way. Equipment and materials shall be removed from road right-of-way when not in use and at the end of each working day, except as approved by the City Engineer. Offsite storage locations must be approved by City and property owner prior to occupation of the site.

4.4 Emergency Response -- Before work is started, the Permittee shall furnish names and telephone numbers of persons on-call if emergency work is required by the City. The City, at its sole discretion, may elect to perform emergency work if it is judged as necessary for the protection of the roads or for the health and safety of the public. All emergency work shall be accomplished at no expense to the City.

4.5 Maintenance of Trenches -- Permittee shall perform continuing maintenance of all trenches, including periods of suspension of work, during the course of construction and shall maintain the trench for the life of the installation.

5 - MATERIALS AND EQUIPMENT

5.1 Pavement Traffic Markings and Striping – All damaged or removed pavement traffic markings and striping shall be replaced in kind within calendar 14 days from the completion of resurfacing operations. If the Permittee fails to replace damaged striping or markings within calendar 14 days, the City will complete the work and the Permittee will be responsible for all costs incurred by the City in accordance with Section 12.20.10 of the City of Redlands Municipal Code.

Visual uniformity, as determined by City personnel, may require that adjacent markings, additional length of marking on each side or all markings within an intersection be replaced by

the Permittee at no cost to the City. Partial replacement of transverse markings (i.e. stop bars, crosswalks) will not be allowed and must be replace in entirety.

5.2 Asphalt Concrete -- Paving asphalt shall be C2 or D1 – PG 64-10 (1/2" or 3/8") for finish paving, depending on overlay thickness, and B – PG 64-10 (3/4") for base paving. Asphalt concrete for Type D1 or Type D2 curb shall be D2 - PG 70-10.

5.3 Rubberized Asphalt Concrete – Rubberized asphalt concrete shall be Asphalt Rubber Hot Mix (ARHM) Wet Process per City of Redlands Standards and Standard Specifications for Public Works Construction (Greenbook), latest edition.

5.4 Base Material -- Base material shall be Crushed Aggregate Base (CAB), Crushed Miscellaneous Base, Fine Mix (CMB) per Greenbook, latest edition or Class 2 Base (3/4" Max,) per 2010 Caltrans Specifications or as approved by City personnel.

5.5 Grading Equipment -- Grading of soil roads or soil shoulders may be accomplished by any means that will provide a smooth, compacted and uniform surface that varies less than 0.1 foot in 10 feet for line or grade up to 300 feet. Projects greater than 300 feet in length will require grading be performed by an approved motor grader.

5.6 Track Equipment -- Track equipment and outriggers used on paved surfaces shall be equipped with street pads and be operated so as not to mar the surface or cause damage to any City facility. If pavement is marred, it shall be resurfaced over the entire width as required in Section 8, Trench Resurfacing. If City facilities are damaged, they shall be replaced or repaired as specified in Section 3, Preservation of Property.

5.7 Equipment -- Paving 6 feet wide or wider in a driving lane shall be accomplished by use of a paving machine approved by City personnel. Shoulder paving and miscellaneous paving shall be as approved by the City.

6 – TRENCHING

6.1 Definition of Trenching -- Trenching shall be defined as any operation in which asphalt pavement, concrete pavement, earth, or other material on the surface is moved, removed, or otherwise displaced by means of hands, tools, or equipment in any of the following ways: trenching, digging, ditching, drilling, augering, tunneling, cutting or any other method not specified.

6.2 CalOSHA -- All excavations shall conform to the requirements of the State of California Division of Occupational Safety and Health. The applicant for a road permit shall possess a permit to excavate from the Division of Industrial Safety, Department of Industrial Relations, State of California.

6.3 New Roads – Per Section 12.20.030 of the City of Redlands Municipal Code, there shall be no trenching activity on streets paved or resurfaced within the previous 5 years unless otherwise authorized by the City Engineer. If authorized, the Permittee shall be required to overlay the roadway to restore it to its original condition per Standard Drawing Number 193, Trench Overlay Detail or complete repair improvements as determined by City Engineer. To determine

if a street is subject to a moratorium, visit https://www.cityofredlands.org/post/encroachment-permits and access the Moratorium Streets Map. The map is updated regularly, however if conflicts or questions arise please contact the One Stop Permit Center at (909) 798-7551.

6.4 Pavement Removal -- Paving shall be cut for removal and excavated in a manner that does not disturb the adjacent pavement. Paving shall be sawcut or cold planed for permanent repair as specified in Section 8. Remnant strips of paving less than 5 feet wide shall be removed and included in the replacement paving. Replacement paving along the edge of paving that does not have curb and gutter, AC dike or AC berm shall be a minimum of 5 feet wide. When sidewall slippage occurs within the trench under the pavement, the pavement in the affected area shall be removed and the area of slippage shall be recompacted, paving of this area shall be included in the replacement paving. Any voids under the pavement shall be filled by an appropriate method approved by the inspector.

6.5 Open Trench -- The maximum length of open trench (excavation or backfill not resurfaced) allowed during construction shall be the distance of construction which can be reasonably installed in a single day. An open trench shall be attended by contractor's personnel at all times. Where pavement has been removed, a minimum of 2 inches of temporary paving shall be placed before that area is made available to traffic. Before leaving the project and at the end of each day, all areas of pavement removal, including sidewalk, drainage courses and driveway approaches shall be backfilled, compacted and surfaced with temporary asphalt. Upon approval of the City, appropriate areas of the trench may be protected by plate bridging or protective fencing.

6.6 Trench Bridging -- Plate bridging in the traveled way shall be per Standard Drawing Number 194, Plate Bridging Detail detail herein with traffic control per Section 2.2, Traffic Control.

6.7 Protective Fencing -- When protective fencing is used to secure an area, it shall be constructed of 6 foot high, pipe framed chain link panels or equal material, secured into position and placed in a manner that there are no gaps larger than 3 inches. Fencing shall be placed a minimum of 4 feet from the nearest driving lane and shall be protected by appropriate signing and barriers per Section 2.2, Traffic Control.

6.8 Trench Backfill -- Unless otherwise specified by the City, the trench shall be backfilled with Base Material, as defined within Section 5.4. Native soil backfill will not be allowed as backfill material and shall be disposed of at the cost of the Permitee. The backfill shall be installed per Standard Drawing Number 191, T-Cut Trench Repair.

Any trenching that involves bundled conduits of more than five (5) 2 inch conduits shall be slurry backfilled with 1-1/2 sack slurry.

6.9 Bedding Zone -- Unless otherwise specified by the City, imported sand shall be used backfill within the bedding zone area as defined on the attached surface restoration and trench backfill detail. Select native soil from excavation may be used as a suitable backfill if the material is determined to provide a sand equivalent greater than 30 by use of California Test 217 (ASTM D2419-09).

6.10 Narrow Trench -- Unless otherwise authorized, trenches in paved areas, 1-foot or less in width, shall be backfilled to pavement subgrade with 1-1/2 sack aggregate/cement slurry. The slurry shall be protected until cured and pavement placed per Section 8, Trench Resurfacing.

6.11 Inclement Weather -- Other than emergency repairs or as directed by the City, there shall be no excavation within the traveled way of City roads during periods of inclement weather.

7 - COMPACTION

7.1 Relative Compaction (RC) -- RC of 95% minimum shall be required for asphalt pavement, paving base material and backfill material. RC of 90% minimum shall be required for all backfill within the bedding zone as defined in Section 6.9. All compaction shall be in accordance with California Test No. 216 or No. 231 (ASTM D-1556 or D-1557-70). Use of an alternate compaction test method (e.g. Dynamic Cone Penetrometer) must be approved in advance and will be approved on a case-by-case basis.

7.2 Compaction Testing Frequency and Location -- Trench backfill testing shall be at 250 foot maximum intervals. One test shall be performed for each 4 feet of depth or fraction thereof. Pavement subgrade and pavement base material shall be tested at 500 foot intervals. Tests for backfill shall be taken at mid-depth of each 4 feet of backfill starting at the top of the installation. 20% of laterals and 100% of manholes shall be tested independently of the main line. Failure of a compaction test will result in the entire area represented by that test being uniformly reworked and retested at a random location.

7.3 Test Reports -- Tests shall be certified by a registered California Civil or Geotechnical Engineer or testing laboratory in accordance with the State of California test requirements. Test locations shall be determined by City personnel. Test reports shall be listed individually for each trench or for each type and phase of construction that includes an accurate description of the test location. Compaction reports shall be submitted to Inspector prior to permanent paving. If an alternate compaction method is approved per Section 7.1, alternate test reports specified at time of permit issuance shall be submitted.

7.4 Mechanical Compaction -- Backfill shall be placed in horizontal layers of thickness compatible to the material being placed and the type of equipment being used. Each layer shall be evenly spread then tamped or rolled until the specified relative compaction is attained.

7.5 Water Densification -- Densifying by ponding and jetting will not be allowed within 4-feet of finish grade unless confined to the pipe zone and approved by the Inspector. Water densification may be allowed when, as determined by City personnel, the base and backfill materials have a sand equivalent of 20 or greater (California Test No. 217) and are of such character that they will be self-draining when compacted and the foundation material will not soften, or otherwise be damaged by the applied water. For authorization to use water densification, submit request and test reports representing the foundation soils and backfill material, at a maximum of 1000 foot intervals to the Inspector five (5) working days prior to starting work.

8 - TRENCH RESURFACING

8.1 Temporary AC Pavement -- Temporary asphalt compacted to 2 inches thick shall be placed and maintained in a smooth and compacted condition at all locations where paving has been removed and before traffic is allowed to pass over areas of pavement removal. Temporary asphalt shall be removed for permanent repair.

8.2 Pavement Repair-General – Any damaged paving shall be replaced in kind. Permittee shall ensure any areas with existing rubberized asphalt concrete are repaired with rubberized asphalt concrete, independent of the amount of repairs necessary. Damaged paving adjacent to the trench edges shall be sawcut and removed in rectangular sections. Remnant strips of paving 5 feet wide or less will be removed and that area included in the paving repair. Asphalt paving shall be placed in a minimum of two lifts and be a minimum of 95% RC. The repaired section shall be 1 inch thicker than the existing paving but not less than 3 inches thick. Paving shall be placed within thirty (30) days of completion of the subsurface installation in accordance with Section 1.5. Areas to be joined with asphalt paving shall be cleaned of all soil and foreign material and tacked 100% coverage of asphaltic emulsion or paint binder.

8.3 Permanent Pavement Repair -- Base paving will be in compacted lifts a minimum of 2 inches and a maximum of 3 inches thick and shall be B – PG 64-10 (3/4”). Finish course shall be a minimum of 1 inch and a maximum of 2 inches thick of C2 or D1– PG 64-10 (1/2” or 3/8”), depending on overlay thickness, flush with the existing paving. In areas requiring rubberized asphalt concrete pavement repair the entire pavement section shall be replaced with ARHM Wet Process, per Section 5.3. Trench sections over 6 feet in width shall utilize a self-propelled vibrating screed paving machine (Barber-Greene or equivalent) and may be subject to additional requirements.

8.4 Overlay Paving -- An overlay will be required for any roads paved or resurfaced within the previous 5 years per Section 6.3, New Roads. Any roads with trenches that are classified as excessive pavement removal, as defined in Section 8.5, will also be required to provide an overlay per Standard Drawing Number 193, Trench Overlay Detail. The determination of the overlay shall be made by the City at the prebid/preconstruction meeting or prior to issuance of the permit. Substantial damage to the roadway beyond the trench excavation as a result of negligence by the Permittee or their contractor shall meet or exceed prior street conditions and will be determined by the City. The overlay, when required, shall be a minimum of 1 inch or 1-1/2 inches of C2 or D1 – PG 64-10 (1/2” or 3/8”), depending on overlay thickness, placed with a paving machine per Section 5.6 and shall extend beyond pavement removal a minimum of 18 inches laterally and 18 inches longitudinally from the sawcut edge and shall cover the driving lane or shoulder full width. Roads that have a superelevation or tilt cross section may require full road width overlay in the area of the superelevation or tilt section. When paving occurs where striping exists the paving joint shall be centered on the striping and all damaged striping replaced per Section 5.1, unless otherwise noted.

8.5 Excessive Pavement Removal -- Any road subjected to removal of six or more separate areas of pavement, or the removal of 15% of the total area of a lane or shoulder, by a Permittee within a 300 foot length of street, shall be classified as excessive pavement removal and require an overlay per Section 8.4 and Standard Drawing Number 193, Trench Overlay Detail. Any trenching activities performed within 1 year, within a 300 foot length, by the same Permittee,

shall be evaluated by City staff to determine if the trenching activities classifies as excessive pavement removal.

8.6 Pavement Surfacing -- Where there are existing surface coats on the existing paving, open graded paving, slurry seal, chip seal or any type of surfacing that has been removed, the surfacing and paving shall be replaced in kind to the extents of the pavement repair.

8.7 Driveway Approaches -- Driveway approaches constructed of asphalt concrete shall be repaired as required and shall also be overlaid with a 1-1/2 inch thick full width overlay to the property line or slurry sealed.

8.8 Portland Cement Concrete -- Potholes or trenches in PCC shall be repaired by sawcutting or grinding and removed in full panels at the score lines or as directed by City personnel.

8.9 Trench Failure and Repair -- When the City notifies Permittee of a failure of the trench (settlement, excessive cracking or alligatoring, etc.) Permittee shall coordinate the proposed trench repair method and schedule with the City. If the Permittee fails to repair the trench within calendar 14 days from the date of written notice, the City will complete the repair and the Permittee will be responsible for all costs incurred by the City in accordance with Section 12.20.170 of the City of Redlands Municipal Code.

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STANDARD DRAWINGS

Std. Dwg. No.	Title
190	Trench Repair General Notes
191	T-Cut Trench Repair
192	Butt Joint Trench Repair
193	Trench Overlay Detail
194	Plate Bridging Detail

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TRENCH REPAIR GENERAL NOTES

1. ALL PAVEMENT REPAIR WORK SHALL CONFORM TO THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, 2018 GREENBOOK AND ANY ADDITIONAL REQUIREMENTS LISTED WITHIN THE PLANS OR PERMIT.
2. ALL TRENCH ACTIVITY SHALL BE REPAIRED WITH A T–CUT REPAIR AS SHOWN ON STD. DWG. NUMBER 191. A BUTT JOINT TRENCH REPAIR, PER STD. DWG. NUMBER 192, SHALL ONLY BE USED WHEN APPROVED IN WRITING BY THE CITY ENGINEER.
3. THERE SHALL BE NO TRENCHING ACTIVITY ON STREETS PAVED OR RESURFACED WITHIN THE PREVIOUS 5 YEARS UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, SEE SECTION 6.3 OF GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION.
4. IN THE EVENT TRENCHING IS AUTHORIZED FOR A MORATORIUM STREET, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
5. WHEN "EXCESSIVE PAVEMENT REMOVAL" OCCURS, AS DEFINED BY SECTION 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
6. PRIOR TO THE PAVEMENT REPAIR, SAWCUT A CLEAN, STRAIGHT, VERTICAL FACE AT 12" MINIMUM BEYOND THE EDGE OF THE REQUIRED TRENCH WIDTH. ALL LIQUIDS GENERATED BY SAWCUTTING SHALL BE CAPTURED AND DISPOSED OF ACCORDINGLY.
7. A MINIMUM OF 2" OF TEMPORARY ASPHALT PAVEMENT SHALL BE INSTALLED WITHIN THE TRENCH AREA. TEMPORARY PAVING SHALL BE FLUSH WITH SURROUNDING GRADE AND MAINTAINED UNTIL PERMANENT ASPHALT IS INSTALLED.
8. BASE COURSE SHALL BE "B PG 64–10" SHALL BE COMPLETED IN LIFTS BETWEEN 2" AND 3" AND COMPACTED TO 95% RELATIVE COMPACTION.
9. FINISH COURSE SHALL BE "C2 PG 64–10" OR "D1 PG 64–10" (1/2" OR 3/8"), DEPENDING ON OVERLAY THICKNESS, PER STD. DWG. 191 AND COMPACTED TO 95% RELATIVE COMPACTION.
10. BASE PAVEMENT SHALL BE INSTALLED FLUSH WITH THE SURROUNDING GRADE AND GRINDED DOWN TO THE THICKNESS OF THE OVERLAY WHEN THE FINISH COURSE OVERLAY IS INSTALLED.
11. A MINIMUM OF 72 HOURS SHALL PASS BETWEEN THE INSTALLATION OF THE BASE COURSE TO THE INSTALLATION OF THE FINISH COURSE. NOTIFY THE INSPECTOR AT THE START OF THE 72 HOURS TO ALLOW TIME FOR INSPECTION PRIOR TO THE INSTALLATION OF THE FINISH COURSE.
12. APPLY A TACK COAT TO ALL VERTICAL EDGES AND SURFACES TO BE CAPPED.
13. APPLY A SEAL COAT AND #30 SILICA SAND TO FINISHED EDGES USING SS1H ASPHALT EMULSION.
14. ALL PAVEMENT REPAIR SHALL BE COMPLETED WITH LIKE MATERIALS, I.E. ARHM SHALL BE REPLACED WITH ARHM.
15. TRAFFIC CONTROL SHALL REMAIN IN PLACE UNTIL THE NEW PAVEMENT IS ALLOWED TO COOL TO A POINT THAT IT CAN SUSTAIN MOTOR VEHICLES WITHOUT DAMAGING THE FINISHED SURFACE. ANY TRACKING SHALL BE CORRECTED BY THE CONTRACTOR IN CONFORMANCE WITH THE REDBOOK.
16. ALL UNDERGROUND SERVICE ALERT (USA) MARKINGS SHALL BE REMOVED BY THE CONTRACTOR OR PERMIT HOLDER IN ACCORDANCE WITH SECTION 3.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REV.	BY	DATE

TRENCH REPAIR GENERAL NOTES

APPROVED _____ DATE 01/03/2023

GOUTAM K. DOBEY, CITY ENGINEER, RCE 75646

STD. DWG. NUMBER **190**

SHEET 1 OF 1

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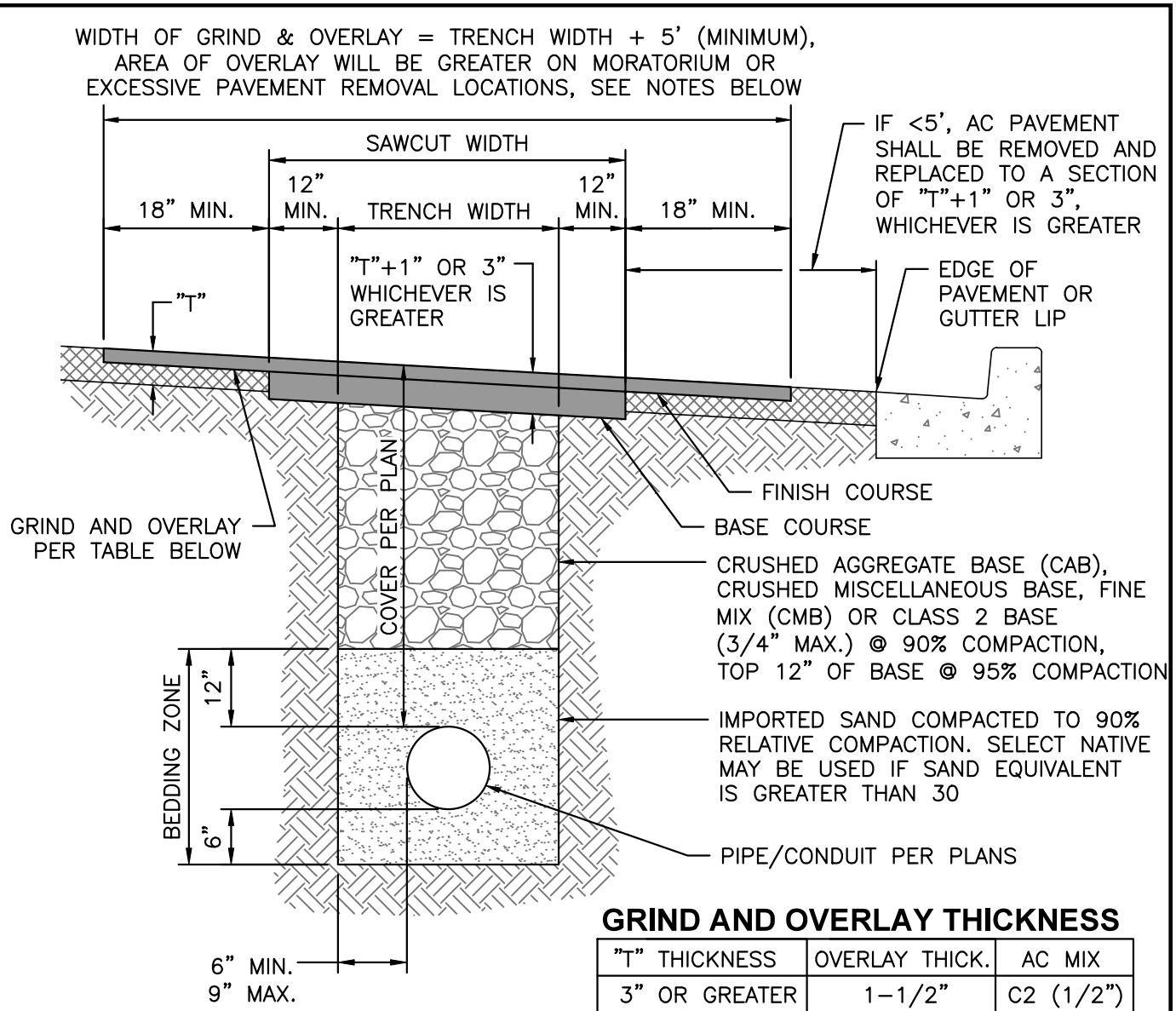

GRIND AND OVERLAY THICKNESS

"T" THICKNESS	OVERLAY THICK.	AC MIX
3" OR GREATER	1–1/2"	C2 (1/2")
2" TO <3"	1"	D1 (3/8")
<2"	NONE	N/A

NOTES

1. SEE STD. DWG. NUMBER 190 FOR TRENCH REPAIR GENERAL NOTES.
2. THERE SHALL BE NO TRENCHING ACTIVITY ON STREETS PAVED OR RESURFACED WITHIN THE PREVIOUS 5 YEARS UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, SEE SECTION 6.3 OF GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION.
3. IN THE EVENT TRENCHING IS AUTHORIZED FOR A MORATORIUM STREET, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
4. WHEN "EXCESSIVE PAVEMENT REMOVAL" OCCURS, AS DEFINED BY SECTION 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REV.	BY	DATE

T-CUT TRENCH REPAIR

APPROVED _____ DATE 01/03/2023

GOUTAM K. DOBEY, CITY ENGINEER, RCE 75646

STD. DWG. NUMBER

191

SHEET 1 OF 1

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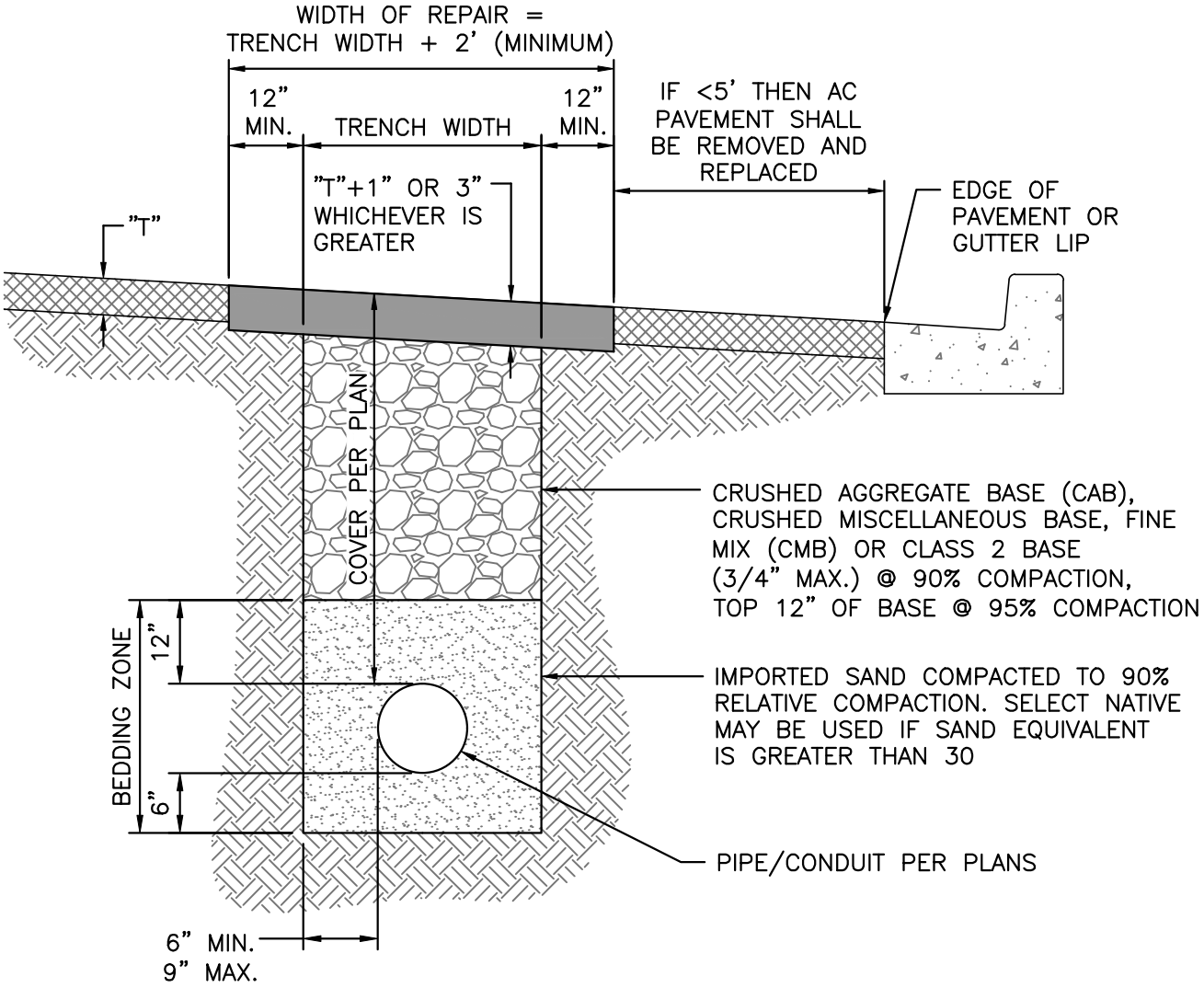

NOTES

1. SEE STD. DWG. NUMBER 190 FOR TRENCH REPAIR GENERAL NOTES.
2. ALL TRENCH REPAIR SHALL BE COMPLETED PER STD. DWG. 191 UNLESS THIS REPAIR DETAIL IS EXPLICITLY APPROVED IN WRITING AS AUTHORIZED BY THE CITY ENGINEER.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REV.	BY	DATE

BUTT JOINT TRENCH REPAIR

APPROVED _____ DATE 01/03/2023

GOUTAM K. DOBEY, CITY ENGINEER, RCE 75646

STD. DWG. NUMBER

192

SHEET 1 OF 1

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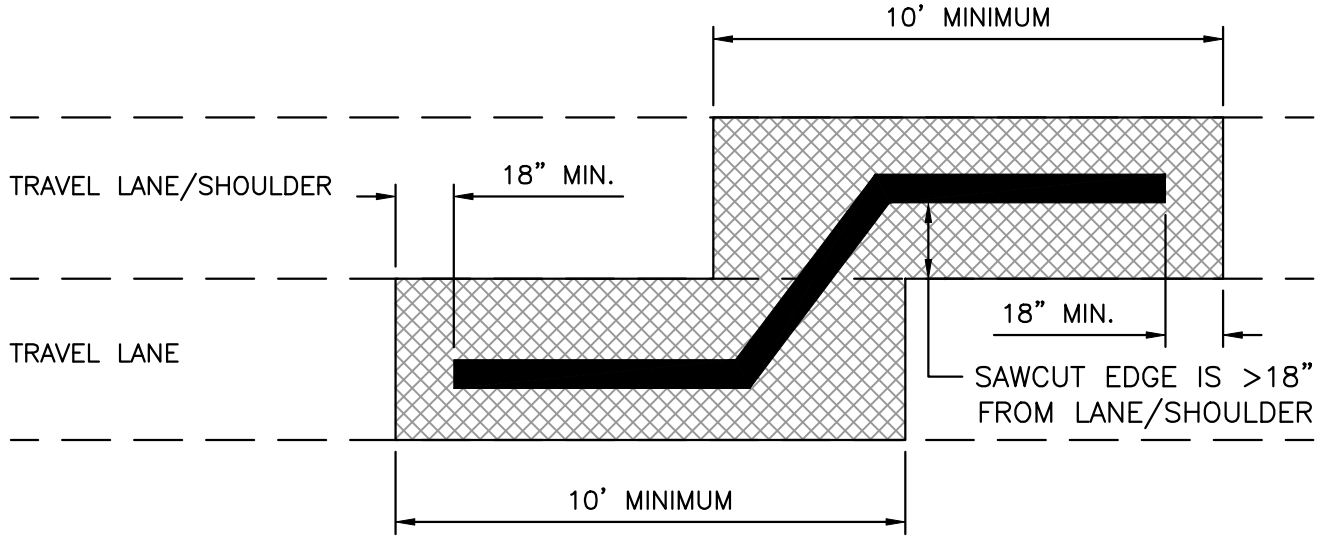
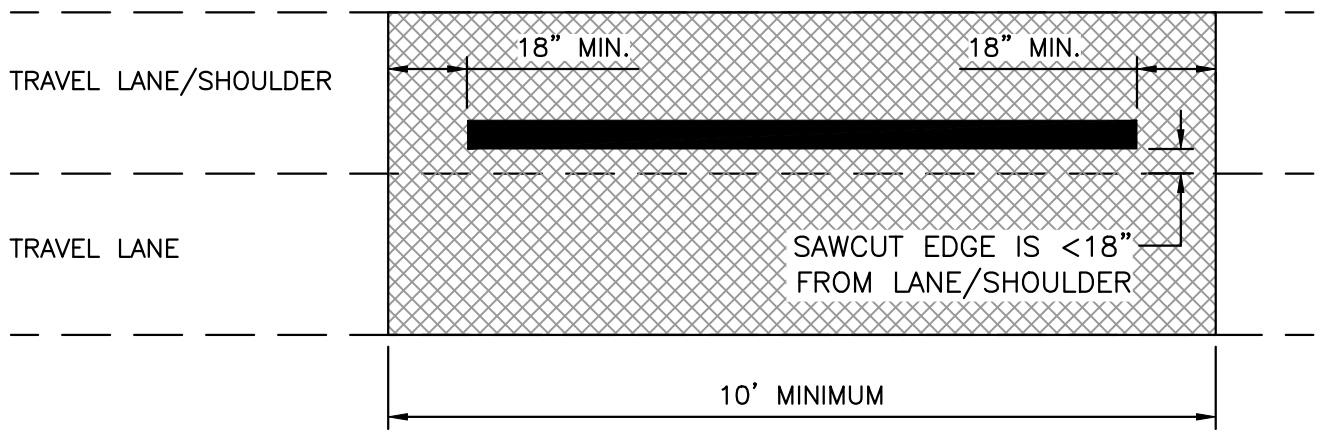
SINGLE LANE/SHOULDER OVERLAY



MULTIPLE LANE/SHOULDER OVERLAY



OVERLAY AREA, SEE STD. DWG. NO. 191 FOR GRIND AND OVERLAY THICKNESS

SAWCUT AREA (12" OUTSIDE OF TRENCH AREA ON ALL SIDES)

NOTES

1. THIS DETAIL APPLIES TO MORATORIUM STREETS OR EXCAVATIONS DETERMINED TO BE "EXCESSIVE PAVEMENT REMOVAL" AS DEFINED WITHIN SECTION 6.3 OR 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS.
2. OVERLAY AREA TO EXTEND 18" MINIMUM BEYOND TRENCH SAWCUT AREA IN ALL DIRECTIONS AND BE A MINIMUM OF THE LANE OR SHOULDER WIDTH X 10' LONG.
3. REVISIONS TO THE REQUIRED OVERLAY AREA MAY BE MADE AT THE DISCRETION OF THE CITY.
4. SEE STD. DWG. NUMBER 190 FOR TRENCH REPAIR GENERAL NOTES.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REV.	BY	DATE

TRENCH OVERLAY DETAIL

APPROVED _____ DATE 01/03/2023

GOUTAM K. DOBEY, CITY ENGINEER, RCE 75646

STD. DWG. NUMBER

193

SHEET 1 OF 1

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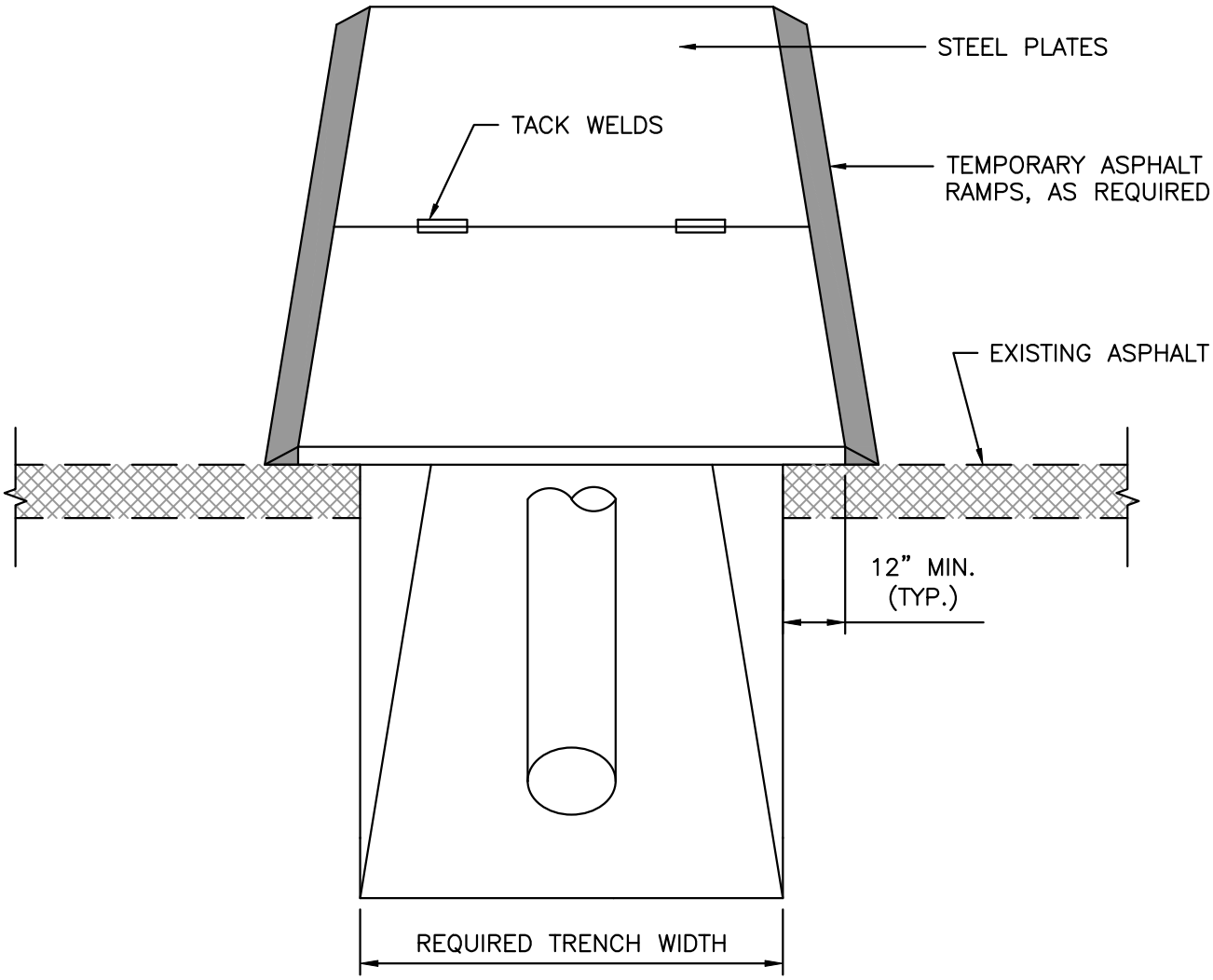

NOTES

1. SEE SHEET 2 FOR NOTES.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REV.	BY	DATE

PLATE BRIDGING DETAIL

APPROVED _____ DATE 01/03/2023

GOUTAM K. DOBEY, CITY ENGINEER, RCE 75646

STD. DWG. NUMBER

194

SHEET 1 OF 2

NOTES

1. STEEL PLATES USED FOR BRIDGING SHALL EXTEND A MINIMUM OF 12 INCHES BEYOND THE EDGES OF THE TRENCH.
2. INSTALL STEEL PLATE BRIDGING TO OPERATE WITH MINIMUM NOISE.
3. SHORE THE TRENCH TO SUPPORT THE BRIDGING AND TRAFFIC LOADS.
4. USE TEMPORARY PAVING WITH COLD ASPHALT CONCRETE TO FEATHER THE EDGES OF THE PLATES IF PLATE INSTALLATION BY METHOD 2 IS USED.
5. SECURE BRIDGING AGAINST DISPLACEMENT BY USING ADJUSTABLE CLEATS, SHIMS, OR OTHER DEVICES.
6. INSTALL STEEL PLATE BRIDGING AND SHORING USING EITHER METHOD 1 OR 2:

   METHOD 1 (FOR SPEEDS MORE THAN 45 MPH): THE PAVEMENT SHALL BE COLD PLANNED TO A DEPTH EQUAL TO THE THICKNESS OF THE PLATE AND TO A WIDTH AND LENGTH EQUAL TO THE DIMENSIONS OF THE PLATE. MAXIMUM OF 1 INCH GAP BETWEEN EXISTING PAVEMENT AND PLATE UNLESS WHEN PARALLEL TO TRAFFIC, MAXIMUM 1/2 INCH.

   METHOD 2 (FOR SPEEDS 45 MPH OR LESS): ATTACH APPROACH PLATE(S) AND ENDING PLATE (IF LONGITUDINAL PLACEMENT) TO THE ROADWAY BY A MINIMUM OF TWO DOWELS PREDRILLED INTO THE CORNERS OF THE PLATE AND DRILLED 2 INCHES INTO THE PAVEMENT. BUTT SUBSEQUENT PLATES TO EACH OTHER. COMPACT FINE GRADED ASPHALT CONCRETE TO FORM RAMPS, MAXIMUM SLOPE 8.5% WITH A MINIMUM 12–INCH TAPER TO COVER ALL EDGES OF THE STEEL PLATES, BACKFILL THE DOWEL HOLES IN THE PAVEMENT WITH EITHER GRADED FINES OF ASPHALT CONCRETE MIX OR CONCRETE SLURRY.
7. MAINTAIN THE STEEL PLATES, SHORING, AND ASPHALT CONCRETE RAMPS.
8. THE REQUIRED MINIMAL THICKNESS OF STEEL PLATE BRIDGING FOR A GIVEN TRENCH WIDTH:

WIDTH OF TRENCH	MINIMUM PLATE THICKNESS
1 FOOT – 3 FOOT	1 INCH
4 FOOT	1–1/4 INCH

   NOTE: FOR SPANS GREATER THAN 4 FEET, PREPARE A STRUCTURAL DESIGN BY A REGISTERED CIVIL ENGINEER AND SUBMIT TO THE CITY FOR REVIEW.
9. STEEL PLATE BRIDGING SHALL BE STEEL PLATE DESIGNED FOR HS20–44 TRUCK LOADING PER CALTRANS BRIDGE DESIGN SPECIFICATIONS MANUAL. MAINTAIN ON THE STEEL PLATE A NONSKID SURFACE HAVING A MINIMUM COEFFICIENT OF FRICTION EQUIVALENT TO 0.35 AS DETERMINED BY CALIFORNIA TEST METHOD 342.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REV.	BY	DATE

PLATE BRIDGING DETAIL

APPROVED _____ DATE 01/03/2023

GOUTAM K. DOBEY, CITY ENGINEER, RCE 75646

STD. DWG. NUMBER

194

SHEET 2 OF 2

City of REDLANDS "A CITY THAT WORKS"

APPENDIX F
CALIFORNIA DEPARTMENT OF TRANSPORTATION
EXHIBITS

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DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
- ☐ a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial
- b. material change

For Material Change Only:
year_____ quarter_____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier_____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
$_____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind; specify: nature_____
  value _____

13. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____

Print Name: _____

Title:_____

Telephone No.:_____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

APPENDIX C -1

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

The bidder_____, proposed subcontractor _____, hereby certifies that he **has ___ , has not ____,** participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has ___ , has not ___** been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF REDLANDS:

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

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EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section

21. Local Agency Contract Number: _____

22. Federal-Aid Project Number: _____

23. Bid Opening Date: _____

24. Contract Award Date: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

25. Local Agency Representative's Signature _____ 26. Date _____

27. Local Agency Representative's Name _____ 28. Phone _____

29. Local Agency Representative's Title _____

15. TOTAL CLAIMED DBE PARTICIPATION $ _____ % _____

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

16. Preparer's Signature _____ 17. Date _____

18. Preparer's Name _____ 19. Phone _____

20. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. Bidder's Name - Enter the contractor's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
22. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
23. Bid Opening Date - Enter the date contract bids were opened.
24. Contract Award Date - Enter the date the contract was executed.
25. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

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C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

_____
_____
_____
_____

Names, addresses and phone numbers of firms selected for the work above:

_____
_____
_____
_____

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

_____
_____
_____
_____

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

_____
_____
_____
_____

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

_____
_____

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

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APPENDIX G
FHWA-1273

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FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency

and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in

a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these

and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good

faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	 12.3 24.3 19.8

179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	 19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	 11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	 16.9 18.2

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is _____.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of _____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County's of _____ approval for this submitted information before you start work. The City/County of _____ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
   - Contribute to the cost of the training
   - Provide the instruction to the apprentice or trainee
   - Pay the apprentice's or trainee's wages during the off-site training period

3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

14. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

(1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

15. USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

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MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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APPENDIX H
FEDERAL WAGE RATES

"General Decision Number: CA20240026 10/18/2024

Superseded General Decision Number: CA20230026

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: San Bernardino County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/09/2024
3	02/23/2024
4	05/24/2024
5	06/28/2024
6	07/05/2024
7	07/12/2024
8	08/09/2024
9	08/16/2024
10	08/23/2024
11	09/06/2024
12	09/20/2024
13	10/18/2024

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 36.97	20.36

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER	$ 51.98	42.11

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* BRCA0004-011 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	$ 45.53	20.29

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2023

	Rates	Fringes
MARBLE FINISHER	$ 40.21	15.23
TILE FINISHER	$ 34.78	13.64
TILE LAYER	$ 48.29	19.18

BRCA0018-010 09/01/2023

	Rates	Fringes
TERRAZZO FINISHER	$ 39.95	14.65
TERRAZZO WORKER/SETTER	$ 47.85	15.14

CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	$ 51.60	16.28
(2) Millwright	$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler	$ 51.85	16.28
(5) Sawfiler	$ 51.69	16.28
(6) Scaffold Builder	$ 42.80	16.28
(7) Table Power Saw Operator	$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet	$ 834.40	16.28
(2) Standby	$ 445.84	16.28
(3) Tender	$ 437.84	16.28
(4) Assistant Tender	$ 413.84	16.28

Amounts in ""Rates' column are per day

CARP0213-004 07/01/2021

	Rates	Fringes

Drywall
DRYWALL INSTALLER/LATHER....$ 51.60 16.28
STOCKER/SCRAPPER.....$ 22.16 8.62

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	$ 21.85	7.15

ELEC0440-004 12/27/2021

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	$ 39.60	3%+16.89
Technician.....	$ 33.09	15.89

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

ELEC0477-002 06/01/2021

	Rates	Fringes
Electricians:.....	$ 45.75	3%+25.33

CABLE SPLICER: $1.50 per hour above Electrician rate.
TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:
Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors
Zone B - Any work performed outside Zone A's 80 road miles, shall add $12.00 per hour to the current wage scale.

ELEC1245-001 06/01/2024

	Rates	Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..$ 70.16 24.46
(2) Equipment specialist
(operates crawler
tractors, commercial motor
vehicles, backhoes,
trenchers, cranes (50 tons
and below), overhead &
underground distribution
line equipment).....$ 53.30 22.01
(3) Groundman.....$ 40.76 21.51
(4) Powderman.....$ 51.87 18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 66.63	37.885+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	$ 64.10	38.75
(2) Dredge dozer.....	$ 58.13	38.75
(3) Deckmate.....	$ 58.02	38.75
(4) Winch operator (stern winch on dredge).....	$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	$ 56.93	38.75
(6) Barge Mate.....	$ 57.54	38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	$ 53.90	32.80
GROUP 2.....	$ 54.68	32.80
GROUP 3.....	$ 54.97	32.80
GROUP 4.....	$ 56.46	32.80
GROUP 6.....	$ 56.68	32.80
GROUP 8.....	$ 56.79	32.80
GROUP 10.....	$ 56.91	32.80
GROUP 12.....	$ 57.08	32.80
GROUP 13.....	$ 57.18	32.80
GROUP 14.....	$ 57.21	32.80

GROUP 15.....$ 57.29 32.80
GROUP 16.....$ 57.41 32.80
GROUP 17.....$ 57.58 32.80
GROUP 18.....$ 57.68 32.80
GROUP 19.....$ 57.79 32.80
GROUP 20.....$ 57.91 32.80
GROUP 21.....$ 58.08 32.80
GROUP 22.....$ 58.18 32.80
GROUP 23.....$ 58.29 32.80
GROUP 24.....$ 58.41 32.80
GROUP 25.....$ 58.58 32.80

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....$ 55.25 32.80
GROUP 2.....$ 56.03 32.80
GROUP 3.....$ 56.32 32.80
GROUP 4.....$ 56.46 32.80
GROUP 5.....$ 56.68 32.80
GROUP 6.....$ 56.79 32.80
GROUP 7.....$ 56.91 32.80
GROUP 8.....$ 57.08 32.80
GROUP 9.....$ 57.25 32.80
GROUP 10.....$ 58.25 32.80
GROUP 11.....$ 59.25 32.80
GROUP 12.....$ 60.25 32.80
GROUP 13.....$ 61.25 32.80

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....$ 55.75 32.80
GROUP 2.....$ 56.53 32.80
GROUP 3.....$ 56.82 32.80
GROUP 4.....$ 56.96 32.80
GROUP 5.....$ 57.18 32.80
GROUP 6.....$ 57.29 32.80
GROUP 7.....$ 57.41 32.80

PREMIUM PAY:

$10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons;

Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator

(excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self- propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or

similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50

yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge

operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum);

Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa

Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2024

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 47.45	34.90

PREMIUM PAY:

$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-005 07/01/2024

	Rates	Fringes
Asbestos Removal Laborer	$ 43.88	25.13

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	$ 48.50	21.37
GROUP 2	$ 47.55	21.37
GROUP 3	$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0783-002 07/01/2022

	Rates	Fringes

LABORER (TUNNEL)

GROUP 1	$ 45.68	23.30
GROUP 2	$ 46.00	23.30
GROUP 3	$ 46.46	23.30
GROUP 4	$ 47.15	23.30

LABORER

GROUP 1	$ 36.39	21.04
GROUP 2	$ 36.94	21.04
GROUP 3	$ 37.49	21.04
GROUP 4	$ 39.04	21.04
GROUP 5	$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein;

Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0783-005 07/01/2022

	Rates	Fringes
Brick Tender	$ 37.32	21.45

LABO1184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 40.69	18.25
(2) Vehicle Operator/Hauler	$ 40.86	18.25
(3) Horizontal Directional Drill Operator	$ 42.71	18.25
(4) Electronic Tracking Locator	$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 41.90	21.32
GROUP 2	$ 43.20	21.32
GROUP 3	$ 45.21	21.32
GROUP 4	$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-003 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER	$ 38.92	23.32
PLASTER TENDER	$ 41.47	23.32

Work on a swing stage scaffold: $1.00 per hour additional.

Work at Military Bases - $3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County)	$ 29.59	17.12
(2) All Other Work	$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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* PAIN0036-008 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 49.33	26.82

PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER	$ 43.45	23.39

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER	$ 43.20	18.03

PLAS0200-008 08/03/2022

	Rates	Fringes
PLASTERER	$ 47.37	19.64

FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE CORPS LOGISTICS SUPPLY BASE: $3.00 additional per hour.

PLAS0500-002 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 44.00	27.11

PLUM0016-002 09/01/2024

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Work at Edwards AFB	$ 66.48	26.61
Work at Fort Irwin Army Base	$ 67.68	26.51
Work at Marine Corps Logistic Base at Nebo, Marine Corps Logistic Base at Yermo and Twenty-Nine Palms Marine Base	$ 66.48	26.61
Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space	$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	$ 42.49	23.86
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work	$ 59.48	26.61

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 40.20	25.90
Sewer & Storm Drain Work	$ 44.29	23.28

ROOF0036-002 08/01/2024

	Rates	Fringes
ROOFER	$ 49.43	20.58

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour ""pitch premium"" pay.

SFCA0669-009 01/01/2024

Does not include the northern part of the City of Chino, or the Cities of Montclair and Ontario.

	Rates	Fringes
SPRINKLER FITTER	$ 45.31	27.91

SFCA0709-004 09/01/2023

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF MONTCLAIR AND ONTARIO:

	Rates	Fringes
SPRINKLER FITTER (Fire)	$ 54.29	32.00

SHEE0105-003 07/01/2024

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work	$ 59.40	30.34
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort	$ 56.95	30.04

TEAM0011-002 07/01/2024

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 39.59	34.34
GROUP 2	$ 39.74	34.34
GROUP 3	$ 39.87	34.34
GROUP 4	$ 40.06	34.34
GROUP 5	$ 40.09	34.34
GROUP 6	$ 40.12	34.34
GROUP 7	$ 40.37	34.34
GROUP 8	$ 40.62	34.34
GROUP 9	$ 40.82	34.34
GROUP 10	$ 41.12	34.34
GROUP 11	$ 41.62	34.34
GROUP 12	$ 42.05	34.34

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R ⍰1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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APPENDIX I
ENVIRONMENTAL COMMITMENTS RECORD

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Date: 1/31/2024
NEPA CE
Project Phase:
☒ PA/ED (*DED/FED*)
☐ PS&E Submittal
☐ Construction

ENVIRONMENTAL COMMITMENTS RECORD

Bike Trails Project

08-SBd-Redlands
FPN: CRP 5083(031)

Avoidance, Minimization, and/or Mitigation Measures	Page # in Env. Doc.	Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline)	Responsible for Development and/or Implementation of Measure	Timing/ Phase	If applicable, corresponding construction provision: (standard, special, non-standard)	Action(s) Taken to Implement Measure		Measure Completed (Date and Initials)	Remarks	Environmental Compliance	
										YES	NO
Cultural Resources											
CR-1: If buried cultural resources are encountered during Project Activities, it is Caltrans policy that work stop in that area until a qualified archaeologist can evaluate the nature and significance of the find.		Standard on Projects.	RE/Contractor	Construction	Standard Specifications 2015: Section: 14-2.02A Archeological Resources: General.			Contact Andrew Walters (909) 383-2647.			
CR-2: In the event that human remains are found, the county coroner shall be notified and ALL construction activities within 60 feet of the discovery shall stop. Pursuant to Public Resources Code Section 5097.98, if the remains are thought to be Native American, the coroner will notify the Native American Heritage Commission (NAHC) who will then notify the Most Likely Descendent (MLD). The person who		Standard on Projects.	RE/Contractor	Construction	Standard Specifications 2015: Section: 14-2.02A Archeological Resources: General. Health & Safety Code 7050.5 & Public Resource Code 5097			Contact Andrew Walters (909) 383-2647.			

Date: 1/31/2024
NEPA CE
Project Phase:
☒ PA/ED (*DED/FED*)
☐ PS&E Submittal
☐ Construction

ENVIRONMENTAL COMMITMENTS RECORD

Bike Trails Project

08-SBd-Redlands
FPN: CRP 5083(031)

Avoidance, Minimization, and/or Mitigation Measures	Page # in Env. Doc.	Environmental Analysis Source (Technical Study, Environmental Document, and/or Technical Discipline)	Responsible for Development and/or Implementation of Measure	Timing/ Phase	If applicable, corresponding construction provision: (standard, special, non-standard)	Action(s) Taken to Implement Measure	Measure Completed (Date and Initials)	Remarks	Environmental Compliance	
									YES	NO
discovered the remains will contact the District 8 Division of Environmental Planning; Andrew Walters, DEBC: (909)383-2647 and Gary Jones, DNAC: (909)383-7505. Further provisions of PRC 5097.98 are to be followed as applicable.										
PERMITS ARE REQUIRED FOR THIS PROJECT: N/A										

City Council Meeting **L. 5.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Public Works Construction Contract with Tryco General Engineering for the 2024 Citywide Sidewalk and ADA Ramp Replacement Project for an amount not to exceed $500,000, and determine that the Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine that approval of the 2024 Citywide Sidewalk and ADA Ramp Replacement Project is exempt from environmental review in accordance with Section 15301(c) of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move to approve the 2024 Citywide Sidewalk and ADA Ramp Replacement project plans and specifications and award the Public Work Construction Contract to Tryco General Engineering for an amount not to exceed $500,000.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the 2024 Citywide Sidewalk and ADA Ramp Replacement Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approval of the 2024 Citywide Sidewalk and ADA Ramp Replacement Project plans and specifications and award the Public Work Construction Contract to Tryco General Engineering for an amount not-to-exceed $500,000.

DISCUSSION:

The 2024 Citywide Sidewalk and ADA Ramp Replacement Project (Project) will replace approximately two (2) miles of lifted and broken sidewalks and eighteen (18) ADA curb ramps in various locations throughout the City. Specific locations have been determined in accordance with the sidewalk repair matrix methodology, approved by the City Council on September 1, 2015, and the ADA ramp survey summary prepared by VA Consulting, Inc. in 2014.

City staff prepared plans and specifications and advertised the Project for construction. On December 10, 2024, the City Clerk's office received and opened the following seven (7) bids for the Project:

BID OPENING REPORT SUMMARY	
BIDDER	**BID AMOUNT**
1. Tryco General Engineering, Rimforest, CA	$489,012.50
2. Garcon Construction, Ontario, CA	$489,406.05
3. Metrocell Construction, Ontario, CA	*$520,932.00
4. CT&T Concrete Paving Inc., Diamond Bar, CA	$608,897.93
5. Carter Enterprise Group, Anaheim, CA	$678,000.00
6. Aguilar & Calderon Corp., Whittier, CA	$801,301.50
7. Gentry General Engineering Inc., Colton, CA	$831,690.00

*An arithmetic error was made in the bid proposal. The total bid amount was corrected and highlighted in the attached Bid Analysis to identify arithmetic errors but did not affect ranking.

Bids were reviewed by staff and Tryco General Engineering was determined to be the lowest responsive and responsible bidder. Staff recommends including $10,987.50 in the contract as contingency funding to be used only for any unforeseen work during construction.

Therefore, staff recommends City Council approval of a Public Works Construction Contract to Tryco General Engineering for an amount not to exceed $500,000. If approved, it is anticipated that the Project will be completed within forty-five (45) working days from the issuance of the Notice to Proceed.

This Project is exempt from environmental review in accordance with Section 15301 (c) of the State's guidelines implementing the California Environmental Quality Act as this Project involves pedestrian safety improvements within existing right-of-way with no expansion of existing use of the roadway.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, City Engineer

PREPARED BY:
Elva Arellanes, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	101400

Discussion:
Funding for this Project is included in the FY 24/25 MUED approved budget.

Attachments

A. Tryco Construction Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. Plans and Specifications

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 4th day of February, 2025, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Tryco General Engineering (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: 2024 Citywide Sidewalk and ADA Ramp Replacement Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's 2024 Citywide Sidewalk and ADA Ramp Replacement, Project No. MUED25002 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of five hundred thousand dollars ($500,000) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within forty-five (45) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

TRYCO GENERAL ENGINEERING
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
2024 Citywide Sidewalk and ADA Ramp Replacement Project
Project No. MUED25002

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Dated this _____ day of _____, 2025.

TRYCO GENERAL ENGINEERING_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Tryco General Engineering (hereinafter designated as "Principal") have entered into an agreement dated February 4, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as 2024 Citywide Sidewalk and ADA Ramp Replacement Project, Project No. MUED25002 and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of five hundred thousand dollars ($500,000) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the

amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2025.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Tryco General Engineering (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated February 4, 2025, and identified as 2024 Citywide Sidewalk and ADA Ramp Replacement Project, Project No. MUED25002 is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of five hundred thousand dollars ($500,000) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2025.

(SEAL)

_____

(Contractor)

_____

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____

(Surety)

BY: _____

(Signature)

Address:_____

_____

Telephone: ( )_____

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the 10th **day of December 2024 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **2024 Citywide Sidewalk and ADA Ramp Replacement Project.** The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Bid Bond	Total Bid Amount
1	Tryco General Engineering, Rimforest, CA	Yes	Yes	$489,012.50
2	Garcon Construction, Ontario, CA	Yes	Yes	$489,406.05
3	Metrocell Construction, Ontario, CA	Yes	Yes	$520,932.00
4	CT&T Concrete Pavinf, Inc., Diamond Bar	Yes	Yes	$608,897.93
5	Carter Enterprise Group, Anaheim, CA	Yes	Yes	$678,000.00
6	Aguilar & Calderon Corp., Whittier, CA	Yes	Yes	$801,301.50
7	Gentry General Engineering Inc., Colton, CA	Yes	Yes	$831,690.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Elva Arellanes, Goutam Dobey

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. MUED25002
2024 Citywide Sidewalk and ADA Ramp Replacement Project

BID DATE: 4-Feb-2025
EST. START DATE: 3-Mar-2025

Item No.	Bid Item	Quantity	Unit	Tryco General Engineering		Garcon Construction, Inc.		Metrocell Construction, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$23,000.00	$23,000.00	$23,000.00	$23,000.00	$26,130.00	$26,130.00
2	Traffic and Pedestrian Control	1	LS	$6,000.00	$6,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
3	Remove and Replace 4" Thick PCC Sidewalk	26,781	SF	$11.50	$307,981.50	$11.49	$307,713.69	$13.00	$348,153.00
4	Remove and Replace 6" Thick PCC Sidewalk	1,847	SF	$13.00	$24,011.00	$12.28	$22,681.16	$13.74	$25,377.78
5	Remove and Replace 6" Thick PCC Driveway	3,540	SF	$13.00	$46,020.00	$13.28	$47,011.20	$15.91	$56,321.40
6	Remove and Replace ADA Accessible Curb Ramp	18	EA	$4,500.00	$81,000.00	$4,500.00	$81,000.00	$2,775.00	$49,950.00
7	Demobilization	1	LS	$1,000.00	$1,000.00	$3,000.00	$3,000.00	$10,000.00	$10,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
			Total Bid Price		**$489,012.50**		**$489,406.05**		**$520,932.18**

***Arithmetic Error**

License Status	Active	Active	Active
Sub's License Status	N/A	N/A	N/A
Bid Bond Company	The Gray Casualty & Surety Co	Amerisure Mutual Insurance Co	American Contractors Indemnity Co
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	N/A	N/A	N/A
DIR Status	Active	Active	Active
Error in Bid	No	No	Yes

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. MUED25002 — BID DATE: 4-Feb-2025
2024 Citywide Sidewalk and ADA Ramp Replacement Project — EST. START DATE: 3-Mar-2025

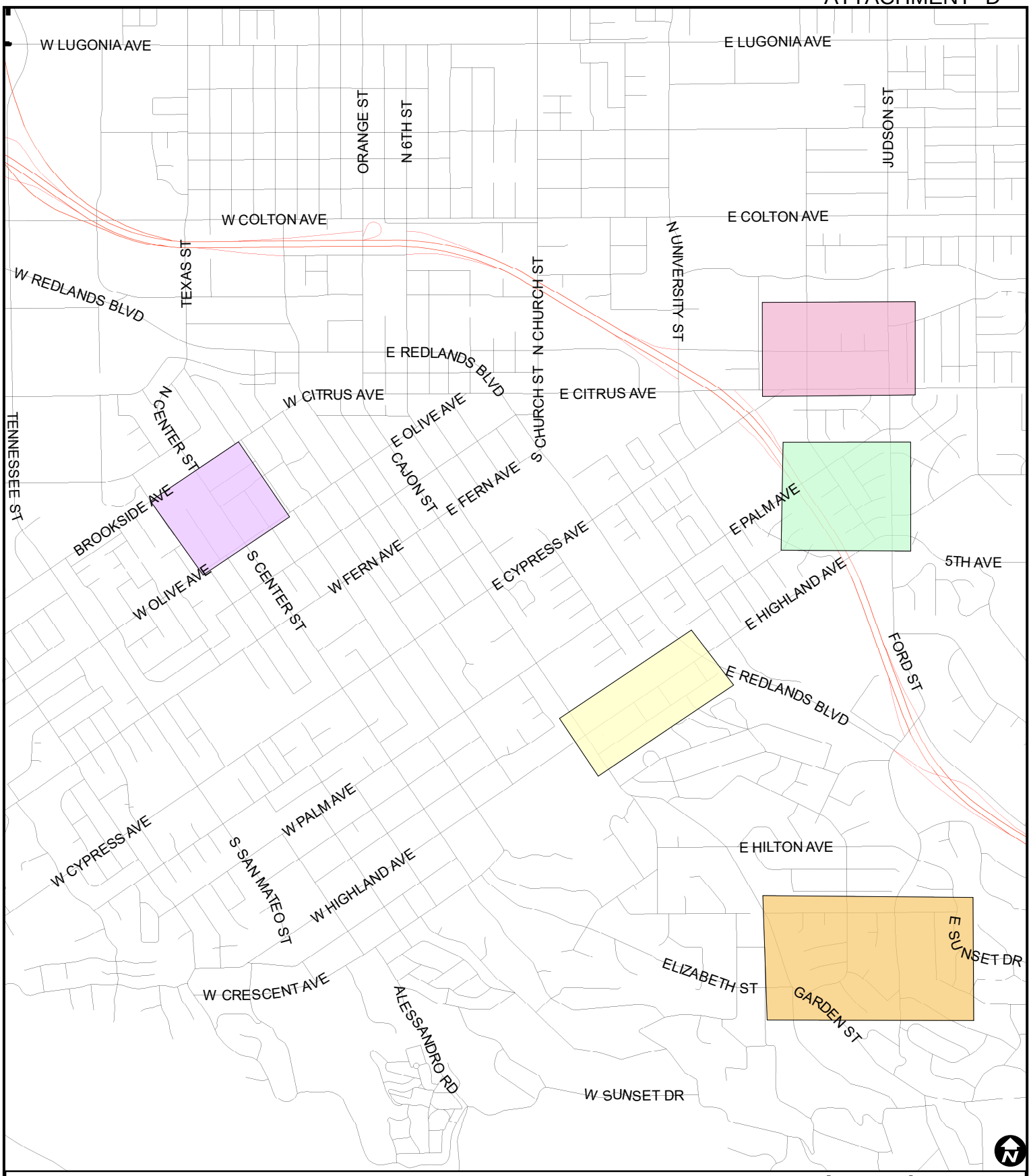
Item No.	Bid Item	Quantity	Unit	CT&T Concrete Paving Inc.		Carter Enterprises Group, Inc. DBA Pavement Rehab		Aguilar & Calderon Corp.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$26,100.00	$26,100.00	$25,000.00	$25,000.00	$20,000.00	$20,000.00
2	Traffic and Pedestrian Control	1	LS	$33,334.00	$33,334.00	$55,123.00	$55,123.00	$7,500.00	$7,500.00
3	Remove and Replace 4" Thick PCC Sidewalk	26,781	SF	$12.10	$324,050.10	$12.00	$321,372.00	$18.50	$495,448.50
4	Remove and Replace 6" Thick PCC Sidewalk	1,847	SF	$12.95	$23,918.65	$15.00	$27,705.00	$19.00	$35,093.00
5	Remove and Replace 6" Thick PCC Driveway	3,540	SF	$15.91	$56,321.40	$20.00	$70,800.00	$19.00	$67,260.00
6	Remove and Replace ADA Accessible Curb Ramp	18	EA	$7,545.21	$135,813.78	$9,500.00	$171,000.00	$9,500.00	$171,000.00
7	Demobilization	1	LS	$9,360.00	$9,360.00	$7,000.00	$7,000.00	$5,000.00	$5,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
			Total Bid Price		**$608,897.93**		**$678,000.00**		**$801,301.50**

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. MUED25002 — BID DATE: 4-Feb-2025
2024 Citywide Sidewalk and ADA Ramp Replacement Project — EST. START DATE: 3-Mar-2025

Item No.	Bid Item	Quantity	Unit	Gentry General Engineering, Inc.					
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$22,500.00	$22,500.00		$0.00		$0.00
2	Traffic and Pedestrian Control	1	LS	$62,000.00	$62,000.00		$0.00		$0.00
3	Remove and Replace 4" Thick PCC Sidewalk	26,781	SF	$13.00	$348,153.00		$0.00		$0.00
4	Remove and Replace 6" Thick PCC Sidewalk	1,847	SF	$31.00	$57,257.00		$0.00		$0.00
5	Remove and Replace 6" Thick PCC Driveway	3,540	SF	$37.00	$130,980.00		$0.00		$0.00
6	Remove and Replace ADA Accessible Curb Ramp	18	EA	$11,500.00	$207,000.00		$0.00		$0.00
7	Demobilization	1	LS	$3,800.00	$3,800.00		$0.00		$0.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
			Total Bid Price		**$831,690.00**		**$0.00**		**$0.00**



2024 Sidewalk and ADA Ramp Replacement Project Location Map

Legend:

- Area A
- Area B
- Area C
- Area D
- Area E

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

2024 Citywide Sidewalk and ADA Ramp Replacement Project
Project No. MUED25002

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

NOVEMBER 2024

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

2024 Citywide Sidewalk and ADA Ramp Replacement Project
Project No. MUED25002

For use in conjunction with specifications entitled: "Standard Specifications for Public Works Construction (Greenbook)" 2021 Edition; "Standard Plans for Public Works Construction" 2021 Edition; Municipal Utilities and Engineering Department's Water Systems Standard Specifications and Sanitary Sewer System Standard Specifications, latest editions; and General Permit Conditions and Trench Specifications.

City Council:
Eddie Tejeda, Mayor
Paul T. Barich, Mayor Pro Tem
Denise Davis, Councilmember
Jenna Guzman-Lowery, Councilmember
Mario Saucedo, Councilmember

City Clerk:
Jeanne Donaldson, City Clerk

City Staff:
Charles M. Duggan Jr., City Manager

NOVEMBER 2024

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2024 Citywide Sidewalk and ADA Ramp Replacement Project
Project No. MUED25002

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NOTICE INVITING SEALED PROPOSALS (NIB)

For
2024 Citywide Sidewalk and ADA Ramp Replacement Project
Project No. MUED25002

NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands invites all and will receive sealed Proposals (Bids) at the office of the City Clerk, City of Redlands, 35 Cajon Street, Suite 4, Redlands, CA 92373, on **December 10, 2024**, up to the hour of **2:00 p.m.,** at which time they will be opened and publicly read. Bids shall be marked: **BID FOR: 2024 Citywide Sidewalk and ADA Ramp Replacement Project, Project No. MUED25002.**

The City Council of the City of Redlands reserves the right to reject any and all Bids, to waive any irregularity, and award contracts in the best interests of the City.

The City of Redlands utilizes PlanetBids, a web based bid management service to manage request for bids. PlanetBids does not charge a fee to access and view current project 'Request for Bids"; however, they require potential contractors, subcontractors and suppliers to provide contact information in order to download files, receive addendum notifications and to receive automatic updates or revisions to projects. PlanetBids can be accessed through the City of Redlands website at http://www.cityofredlands.org/RFP.

Proposals (Bids) shall be executed on the separately bound forms included within the "Bid Submittal Package" in accordance with the instructions contained therein.

Bid security, in the form of a cashier's check, a certified check made to the order of the City of Redlands, or a Bidder's Bond, and in an amount not less than ten percent (10%) of the amount of the Bid is required to be submitted with each Bid. Said check or bond shall be given as a guarantee that the bidder will enter into contract with the City of Redlands if awarded the work, and will be declared forfeited if the selected bidder fails to enter into contract within fourteen (14) days after Notice of Award.

The Bidder to whom award is made will be required to furnish a Labor and Material Bond and a Faithful Performance Bond each in an amount of 100% of the Bid amount, from surety company satisfactory to the City of Redlands.

Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

Pursuant to provisions of Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance of the work.

Pursuant to the provisions of Section 3300 of the California Public Contract Code, Bidders shall be licensed as "Class A" and provide their California State Contractor's License numbers to the City. In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All terms and conditions contained in the Contract Documents including the Instructions to Bidders shall become a part of the Contract. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of Bid Opening.

All questions related to this project shall be directed to Elva Arellanes, Project Manager, at 909-798-7584 Ext 9. It shall be understood, however, that no specification interpretations will be made by telephone, nor will any products be considered for approval prior to award of the Contract. Changes, if any, will be made by addendum prior to opening of Bids.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA.

Jeanne Donaldson

Jeanne Donaldson, City Clerk,
City of Redlands
San Bernardino County, California

BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
2024 Citywide Sidewalk and ADA Ramp Replacement Project
Project No. MUED25002

Bids to receive consideration shall be made in accordance with the following instructions:

1. PROPOSALS:

a. Bids shall be made upon the form of proposal furnished by the City. All Bids shall be properly executed with all items filled in; the signatures of all persons signing shall be in longhand. If the unit price and the total amount named by a Bidder for any item are not in agreement, the unit price shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the sum of the individual bid item's and the total amount named by a Bidder are not in agreement, the sum of the bid item's shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the total price written in words and the total price written in figures are not in agreement, then the total price written in words will be considered as representing the Bidder's intention, and the totals will be corrected by the Engineer to conform thereto.

b. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete Bids, erasures, or irregularities of any kind. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

c. Bids shall be accompanied by a cashier's or a certified check or Bidder's admitted corporate surety bond, in an amount not less than ten percent (10%) of the bid, made payable to the City of Redlands. Said check or bond shall be given as a guarantee that the Bidder will enter into a contract if awarded the work. In the case of refusal or failure to enter into said Contract, within fourteen (14) days after Notice of Award by the City in writing, the security shall be applied by the City to the difference between such bid and next lowest acceptable bid and surplus, if any, shall be returned to Bidder if cash or check is used, or to Surety if bid bond is used.

d. Before submitting a bid, Bidders shall carefully examine the Plans; read the Specifications; read all other Contract documents; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and include in the bid a sum to cover the cost of all items included in the Contract. No allowance will be made due to lack of examination or knowledge. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to character, quality and scope of work to be performed; the quantities of materials to be furnished; and as to the requirements of the Bid Proposal, plans and specifications.

e. Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

f. The bid must be submitted on or before the date and time specified in the Notice Inviting Sealed Proposals (Bids). The bid shall be submitted in a sealed envelope marked in the lower left corner as follows:

BID FOR: 2024 Citywide Sidewalk and ADA Ramp Replacement Project, Project No. MUED25002

g. Bids will be opened and publicly read aloud at the time set in the Notice Inviting Sealed Proposals (Bids), in the Office of the City Clerk, Civic Center, 35 Cajon Street, Suite 4, Redlands, California.

2. AGREEMENT AND BONDS:

The form of Contract which the successful Bidder, as Contractor, will be required to execute is included in the Contract Documents (CD) of these specifications and should be carefully examined by the Bidder. The Agreement, admitted Corporate Surety Bonds and other documents to be executed by the Contractor shall be executed in original-duplicates stamped according to law, one of which original-duplicates shall be filed with the City Clerk of the City of Redlands. The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a faithful performance bond and a labor and material bond, each in an amount equal to one hundred percent (100%) of the Contract price. Said bonds shall provide that if the Contractor or their Subcontractor fails to pay for any materials, provision, provender or other supplies or items used in, upon, for or about the performance of the work contracted to be done, or for any work of labor thereon of any kind, or for amounts due under the Unemployment Insurance Act or Workman's Compensation, with respect to such work or labor, that the surety or sureties will pay for the same. The amount shall not exceed the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee to be fixed by the court. All bonds shall be secured from surety companies satisfactory to the City of Redlands and whose name is on file with the County Clerk of San Bernardino County, as an approved and financially sound surety company authorized to transact business in this state.

3. WITHDRAWAL OF BIDS:

a. Any Bidder may withdraw his Bid, only by written request, at any time prior to the scheduled time for Bid Opening.

b. No Bidder may withdraw his Bid for a period of sixty (60) days after the time of Bid Opening except as allowed by the California Public Contract Code.

4. INSURANCE AND HOLD HARMLESS REQUIREMENTS:

Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Insurance Requirements as follows:

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5. LICENSES AND PERMITS:

No bid will be accepted from a Contractor who is not licensed in accordance with the law under the provisions of Division III, Chapter 9 of the Business and Professions Code of the State of California.

The Contractor shall, at the time of bid opening, possess a valid "Class A" Contractor's license, and provide its California State Contractor's License number to the City.

All subcontractors listed at the time of bid opening shall possess a valid Contractor's license for the work in which they are specified to complete within the Bid Submittal Package.

The Contractor shall, prior to Notice to Proceed, procure all other permits and licenses as stipulated in the GENERAL CONDITIONS.

In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015 or awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors shall submit proof of registration status with their bid submission to the City of Redlands. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. SUBSTITUTION OF SECURITIES:

In accordance with applicable provisions of State law, the Contractor will be permitted to substitute qualified securities in lieu of retention of withheld progress payments by the Owner.

7. SUBCONTRACTORS:

Pursuant to Section 4105 of the California Public Contract Code, the bidder may not circumvent the requirement to list subcontractors by the device of listing one subcontractor, who in turn sublets portions constituting a majority of the work covered by the contract.

A. Pursuant to California Government Code section 4106, subcontractors who will perform work or labor or render services in an amount in excess of one-half of one percent of the Contractor's total bid shall be set forth in a list of subcontractors within the bid documents. Such list shall be accompanied by an experienced statement with pertinent information regarding similar projects and other evidence of qualifications for each such subcontractor, supplier, individual, or entity if requested by City. If City or engineer, after doing an investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, City may, before the notice of award is given, request the apparent successful bidder to submit a substitute, without an increase in the bid.

B. If the apparent successful bidder declines to make any such substitution, City may award the contract to the next lowest bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities declining to make the request and substitutions will not constitute grounds for forfeiture of the bid security of any bidder. Any subcontractor, supplier, individual or entity so listed and against which City makes no written objection prior to the giving of the notice of award will be deemed acceptable by City subject to verification of such assessments after the effective date of the agreement as provided herein.

8. NON DEBARRED CONTRACTORS AND SUBCONTRACTORS

The Contractor and all of its subcontractors shall, at the time of bid opening and for performance of this public works contract, be non-debarred contractors and not be ineligible Contractors pursuant to Public Contract Code section 6109 and Labor Code sections 1777.1 and 1777.7.

9. LABOR LAW REQUIREMENTS

Prior to the start of construction, the Contractor and each subcontractor shall submit to the City an executed Checklist of Labor Law Requirements, included within Appendix A, certifying that each Contractor and Subcontractor will comply with the foregoing Labor Law requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

By submitting a bid, the prime contractor and subcontractors involved in this project assure that they intend to comply with the labor law requirements noted within Appendix A, fully understanding that failure to comply may subject them to penalties as noted.

10. BID PROTEST PROCEDURES

Any bid protest must be in writing and received by the City Clerk's Office at 35 Cajon Street, Suite 4, Redlands, CA 92373, before 5:00 p.m. no later than two working days following the bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

10.1 General. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section, a "working day" means a day that City is open for normal business, and excludes weekends and holidays as observed by the City.

10.2 Protest Contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

10.3 Copy to Protested Bidder. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending on the outcome of the protest.

10.4 Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by the City Clerk's Office before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

10.5 Copy of Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

10.6 Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

10.7 Right to Award. The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Contract notwithstanding any pending or continuing challenge to its determination.

PROPOSAL

TO: THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA herein called the "City".

Pursuant to and in compliance with your Notice Inviting Bids, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, and with the plans thereto, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, equipment and all utility and transportation services necessary to perform the contract, and complete in a workmanlike manner, all of the work covered by the contract in connection with the City's Project identified as

2024 Citywide Sidewalk and ADA Ramp Replacement Project
Project No. MUED25002

NOTE: Bidders must bid each item in this schedule. All entries in the entire PROPOSAL must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

BID SCHEDULE

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
1	Mobilization (Maximum 5% of Total Bid Schedule Price)	LUMP SUM	N/A	$_____
2	Traffic and Pedestrian Control	LUMP SUM	N/A	$_____
3	Remove and Replace 4" Thick PCC Sidewalk	26,781 SF	$_____/SF	$_____
4	Remove and Replace 6" Thick PCC Sidewalk	1,847 SF	$_____/SF	$_____
5	Remove and Replace 6" Thick PCC Driveway Approach	3,540 SF	$_____/SF	$_____
6	Remove and Replace ADA Curb Ramp	18 EA	$_____/EA	$_____
7	Demobilization	LUMP SUM	N/A	$_____
			BID SCHEDULE PRICE	**$_____**

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

BID SCHEDULE TOTAL PRICE: $_____

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: _____

_____

_____

* Provision is made here for the Bidder to include an addition or deduction in its bid, if it wishes, to reflect any last-minute adjustments in prices. The addition or deduction, if made, will be proportionately applied to the Progress Payments total for the respective item in the Schedule of Prices, the amount being added or deducted for each monthly payment. The unit prices entered in the Schedule of Prices will not be affected.

LOW BID DETERMINATION:

The low bid will be determined pursuant to Public Contract Code Section 20103.8 as the lowest bid price on the Bid Schedule Total Price on page BD 11. A responsible bidder who submits the lowest bid as determined by the above method shall be awarded the contract, if it is awarded, by the City Council of the City of Redlands.

ADDENDA

Receipt of the following addenda is hereby acknowledged and the same is included in the Bid Price:

Addendum #1_____ (initials) Addendum #2_____ (initials) Addendum #3_____ (initials)

Addendum #4_____ (initials) Addendum #5_____ (initials) Addendum #6_____ (initials)

ATTEST: (if Corporation)

(Corporation Seal)

_____	_____
Company Name	Signature
_____	_____
Address	Name
_____	_____
City, State, Zip	Title

BID CERTIFICATION

The undersigned certifies that they are familiar with the various State and local laws affecting labor, length of working days, employer's liabilities, Sunday work, alien labor, domestic materials, Subcontractors, etc.

It is understood and agreed that the work under the contract will be commenced by the undersigned Bidder, if awarded the contract, within ten (10) calendar days from the date in the Notice to Proceed and will be completed by the Contractor in the time set forth in the **CONTRACT**.

Enclosed find Bidders bond or certified or cashier's check No. _____ on the _____ Bank, in the amount of _____ _____ which is not less than ten percent (10%) of the Bid submitted by the undersigned, made payable to the City of Redlands, California and which is given as a guarantee that the Bidder agrees that in case of their default in executing said contract with necessary bonds, the bond or check accompanying this Bid and the money made payable shall become and remain the property of the City of Redlands.

It is understood and agreed that the City of Redlands has the right to waive defects or irregularities and to accept or reject any or all Bids. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of the Bid Opening except as allowed by the California Public Contract Code.

The following information, required by State law under penalty of perjury, is true and correct. Failure to complete this information renders the bid non-responsive, and the bid must be rejected.

_____	_____
Company Name	Signature
_____	_____
Address	Signatory's Title
_____	_____
City, State, Zip	State License Number and Class
_____	_____
Telephone Number	License Expiration Date

Dated this _____ day of _____, 20___.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Redlands, hereinafter called City, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the Project No. MUED25002.

NOW, THEREFORE, if said Principal is awarded a contract by said City and, within the time and in the manner required under the heading "Instructions to Bidders" bound with said Specifications, enters into a written contract on the form of agreement bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials; then this obligations shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and Judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____.

_____**(SEAL)**
(Principal)

By:_____
(Signature)

_____**(SEAL)**
(Surety)

By:_____
(Signature)

Address:_____

_____

Telephone (___)_____

(Seal and Notarial Acknowledgment of Surety)

STATEMENT BY BIDDER
NON-COLLUSION AFFIDAVIT

STATE OF)
) ss
COUNTY OF)

_____, being first duly sworn, deposes and says that

he is
(Sole Owner, a Partner, President, Secretary, etc.)

of
(Contractor)

the party making the foregoing bid on Project No. MUED25002 that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or of any other Bidder or to fix any overhead, profit, or cost element of the bid price or of that of another bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that the Bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By: _____ Title: _____

Subscribed and sworn to before me this _____ day of _____, 20___.

Signature of Officer Administering Oath
(Notary Public)

STATEMENT BY BIDDER
OFFICERS OF CORPORATION (Members of Firm)

The names of all persons interested in the foregoing proposals as principals, are as follows: (IMPORTANT NOTICE - if Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full).

_____ _____

_____ _____

_____ _____

Licensed in accordance with an act providing for the Registration of Contractors, License

No. _____.

Signature of Bidder _____ Dated_____

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer(s) authorized to sign contracts on behalf of the corporation; if Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership, and if the Bidder is an individual, that signature shall be placed above.

STATEMENT BY BIDDER
SUB-CONTRACTORS LIST

Bidder supplies the following information for any Subcontractor who will perform work or labor or render services to the prime contractor, etc. to be used on Project No. MUED25002, all in accordance with Section 4104 of the California Public Contract Code.

LICENSED SUBCONTRACTOR'S NAME AND BUSINESS ADDRESS	LICENSE #	SPECIFIC DESCRIPTION OF SUBCONTRACT & BID ITEM #	% OF BID ITEM TO BE PERFORMED

STATEMENT BY BIDDER
QUALIFICATION AND EXPERIENCE STATEMENT

The following outline is a record of the undersigned Bidder's experience in construction of three (3) projects of a type similar in magnitude and character to that contemplated under Project No. MUED25002 within the past two years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Redlands.

1. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

2. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

3. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

STATEMENT BY BIDDER
GENERAL INFORMATION

1. Bidder's Mailing Address _____

   _____

2. Number of years engaged in the contracting business under your present firm or trade name:

   _____

3. Have you ever failed to complete any work awarded to you? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

4. Have you ever defaulted on a contract? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

5. Have you ever been a party to a lawsuit or gone to arbitration during the last 5 years? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

6. Has any Stop Notice been filed against you during the last 5 years? (Yes or No) ___. If yes, provide details in the space provided in Item 10.

7. Has your contractor's license ever been suspended, revoked, or subject to disciplinary action? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

8. Contracts currently on hand:

Agency Name	Amount of Contract	Start Date	Completion Date

9. Enter the name of person(s) who inspected the site of the proposed work for your firm and the date of said site inspection.

   Name:_____ Date:_____

10. In the space provided, the Bidder shall provide details concerning any "Yes" answers provided in this "General Information" section. Details shall include, but not be limited to, the nature of dispute, name of the agency involved and the final outcome. If requested by the City, the Bidder shall supply additional information, sufficiently detailed, to permit evaluation of the Bidder's ability to perform the work.

Question Number	Details

CONTRACT DOCUMENTS
(CD)

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PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 10th day of December, 2024, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and _____ (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: **2024 Citywide Sidewalk and ADA Ramp Replacement Project**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **2024 Citywide Sidewalk and ADA Ramp Replacement, Project No. MUED25002** (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of _____ dollars ($_____) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within Forty-Five (45) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of Five Hundred dollars ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that Five Hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and

processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
2024 Citywide Sidewalk and ADA Ramp Replacement Project
Project No. MUED25002

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Dated this _____ day of _____, 2024.

_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement dated _____, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as **2024 Citywide Sidewalk and ADA Ramp Replacement Project, Project No. MUED25002** and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of _____ dollars ($_____) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price,

but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2024.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated _____, 2024, and identified as **2024 Citywide Sidewalk and ADA Ramp Replacement Project, Project No. MUED25002** is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of _____ dollars ($_____) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2024.

(SEAL)

_____
(Contractor)

_____
(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____
(Surety)

BY: _____
(Signature)

Address:_____

_____

Telephone: ( )_____

GENERAL CONDITIONS
(GC)

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GENERAL CONDITIONS

The Standard Specifications for Public Works Constructions, 2021 Edition (Greenbook), together with supplements as published by Building News, Inc., are modified herein and comprise the Standard Specifications. For convenience, the section and subsection numbering system used in these modifications correspond to those used in the Greenbook. Unless specifically deleted or modified herein, all requirements of the Greenbook shall prevail.

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Agency - *Amend as follows:*
"The legal entity (City) for which the Work is being performed."

Bidder - *Amend as follows:*
"Any individual, firm, partnership, corporation, or combination thereof, licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code, submitting a Bid for the Work, acting directly or through a duly authorized representative."

City. The City of Redlands, San Bernardino County, California, being the legal entity for which the Work is being performed. Also referred to as Agency or Owner.

City Council. The City Council of the City of Redlands, San Bernardino County, California, being the body authorizing entrance into legal agreements and allowing work in public right-of-way or on public property controlled by the City of Redlands. Also referred to as Board.

Engineer - *Amend as follows:*
"The City Engineer of the Agency, or other person designated by the City Engineer, acting either directly or through authorized agents."

Fabricated. An item specifically assembled or made out of selected materials to meet individual design requirements.

Guarantee. See Warranty.

Laboratory. The designated laboratory authorized by the City of Redlands to test materials and work involved in the Contract.

Manufactured. A standard mass-produced unit or item meeting design requirements.

Owner. The City of Redlands, San Bernardino County, California.

Pavement. The uppermost layer of material placed on the traveled way or shoulder. Also referred to as surfacing.

Rain Day. A scheduled working day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to adverse weather-related conditions that cause the Contractor to dismiss the crew.

Street - *Delete and replace with the following:*
"Any road, highway, parkway, freeway, avenue, street, lane, alley, crossing, intersection, court, place, circle, walk, way, or any public right-of-way within the jurisdiction of the Agency."

Surety - *Delete and replace with the following:*
"An admitted corporate surety as listed by the United States Department of Treasury and duly licensed to conduct business in the State of California and County of San Bernardino and acceptable to the City of Redlands, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred."

Warranty. An extended insurance by the Contractor, of any product or item of work installed as a part of this project for replacement and/or repair for the time period specified, including but not limited to, all parts, labor, materials, tools, equipment costs, etc. necessary for the product or item of work to be in proper and acceptable working condition after completion of the project. For the purposes of this Contract, the period of coverage shall begin on the date of the Notice of Completion filed by the Owner.

Working Hours. Unless specified otherwise, working hours shall be from 7:00 AM to 4:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays, as shown on the current year Construction Schedule, are excluded unless authorized by the City.

1-7.2 CONTRACT BONDS. - *Add the following sentence to paragraph 1:*
The warranty provisions set forth in Section 7-18 shall be secured by the Contract Performance Bond required under this section and said Bond shall remain in full force and effect for a period of one year from the date of completion as specified in the Notice of Completion.

SECTION 2 - SCOPE OF THE WORK

2-2 PERMITS. - *Amend the following:*

Amend the first sentence of paragraph 1 as follows:
"The Contractor will obtain all permits necessary to perform the work in streets, highways, railways or other rights-of-way."

Add the following sentence between the first and second sentences of paragraph 1:
For all work within Caltrans right-of-way, the Contractor shall obtain their own Caltrans Encroachment Permit and pay all necessary permit and inspection fees as required by Caltrans.

Add the following paragraph:
The Contractor shall, prior to the start of work, procure all permits and licenses, including but not limited to, a City Business License for itself, subcontractors, and all parties performing actions

associated with this contract within the City of Redlands, City Truck Route Permit, City Street/Lane Closure Permit, City Encroachment Permit, USA Verification Number, DOSH Excavation Permit, other permits required by agencies and/or utilities having jurisdiction on the work, pay all charges and fees required by the City, other agencies and utilities, and give all notices necessary and incidental to the due and lawful prosecution of the work. All City permits associated with this project are no fee to the Contractor.

SECTION 3 - CONTROL OF THE WORK

3-7 CONTRACT DOCUMENTS.

3-7.1 General. – *Add the following paragraphs:*
Contractor's working drawings or plans for any structure not included in the plans shall be approved by the Engineer before any work is performed. It is mutually agreed that approval by the Engineer of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of their working plans with the approved plans and specifications.

Finished surfaces in all cases shall conform with the lines, grades, cross sections, and dimensions shown on the approved plans. Deviations from the approved plans will be determined by the Engineer and approved in writing. In the event of a discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

Should it appear that the work to be done or any matter thereto is not sufficiently detailed or explained by the plans and specification, the Contractor shall apply to the Engineer for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the Contract so far as may be consistent with the intent of the original plans and specifications.

3-7.1.1 Preconstruction Meeting. The Contractor to whom the contract is awarded, and all his major subcontractors, shall attend a pre-construction meeting. The time and location of said meeting will be set by the City. Contractor will be given adequate notice of such meeting. It shall be the Contractor's responsibility to notify his subcontractors of the time and location of the meeting. All submittals as required under the General Requirements shall be submitted by the Contractor at the time of the meeting.

The Contractor will be provided with an electronic (.PDF file) of the conformed plans and specifications for their use throughout the project. Contractor is responsible for all costs of reproduction.

Progress meetings will be scheduled by the City. The Contractor will be given at least five working days notice of the time and location of said meetings. The Contractor has the responsibility of notifying his subcontractors, suppliers, and fabricators of the time and location of said meetings. Meetings will be held either at the job site, at the offices of the City of Redlands, or at any other location approved by the City. The Contractor may request, in writing, that a meeting be held. The City will schedule a meeting at the Contractor's request not more than five working days after receiving said written notice.

3-7.2 Precedence of Contract Documents. – *Replace paragraph 2 with the following:*
The precedence shall be (A. being highest, O. being lowest):

A. Permits from other Agencies as may be required by law.
B. Change Orders.
C. Contract.
D. Addenda.
E. Bid Schedule/Proposal.
F. General Requirements.
G. Technical Specifications.
H. Plans.
I. MUED General Permit Conditions and Trench Specifications.
J. City of Redlands Water & Sewer Systems Standard Specifications.
K. General Conditions.
L. City of Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements and all Supplements
M. Standard Specifications for Public Works Construction (SSPWC), 2018 Edition
N. Standard Plans for Public Works Construction, 2012 Edition
O. Reference Specifications.

3-8.7 Record Drawings. The Contractor shall maintain at the job site, a set of record drawings for the work showing: exact location information of all existing underground utilities encountered, final locations determined in the field, any deviations from the plans and specifications and new work performed within the work area; and all differences between the work as drawn and as installed for all concealed work as well as work added which is not shown on the drawings. Concealed work shall mean all work installed underground or in an area which cannot be readily inspected by use of access panels, inspection plates or other removable features. When vacuum excavation (potholing) services are required, contractor to provide report that identifies depth and alignment of underground utilities.

These record drawings shall be kept current and legible, and shall be available for inspection at all times by the Engineer, Architect and Contractor. All information, changes in the work or work added on these record drawings shall be marked in red. All markings shall use the same legends that are used on the drawings. Indicate locations by exact dimensions and elevations. Give dimensions and elevations from a permanent reference point and prepare all changes to scale.

At the end of construction, the contractor shall prepare one set of marked-up prints of the record drawings indicating any and all revisions and changes to the drawings reflecting As-Built conditions. The drawings shall also contain a listing of all subcontractors who worked on the construction project. The As-Built drawings will be submitted to the Municipal Utilities and Engineering Department for review and approval by the City Inspector and Engineer.
The design engineer or City staff shall prepare the final As-Built drawings for record purposes in one of the following two ways: (1) Check out the original drawings from the City and manually revise the drawings to reflect the As-Built condition; or (2) Re-plot the original drawings electronically on 4 mil mylars and make revisions electronically to reflect the As-Built conditions. The final As-Built drawings will be reviewed and approved by the City Inspector and Engineer

The construction related bonds will not be released by the City until the As-Built drawings are accepted by the Engineer and all City stipulated conditions for the release of the bonds have been satisfied.

3-10 SURVEYING.

3-10.3 Line and Grade. - *Add the following sentences to paragraph 1:*
All distances and measurements shown are and will be made in a horizontal plane. Construction line and grade staking shall be set at maximum intervals of 25 feet when the grade is 0.50 percent or greater. Construction line and grade staking shall be set at maximum intervals of 12 feet when the grade is less than 0.50 percent.

3-10.4 Permanent Survey Markers.
The Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Profession Code shall be hired as a subcontractor or employed by the Contractor.

3-10.5 Survey Service.
Contractor shall be responsible for: furnishing all surveying and staking, horizontal and vertical, as shown on the plans and in accordance with the specifications; furnishing all staking for sub-grade and base course grades per typical sections; replacing any existing monuments and ties which have been destroyed by construction; identifying, locating and tying out all monuments and ties necessary within the work area; and shall reinstall all disturbed monuments and ties, supplying the Engineer with copies of monument and tie sheets recorded with the County Surveyor in accordance with applicable State law. Monuments shall be approved by the Engineer.

Surveying and staking shall be done by a Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Professions Code.

Unless otherwise specified, stakes will be set and stationed by the Contractor's surveyor for curbs, headers, sewers, storm drains, structures, rough grade and all other staking necessary for the construction of the work. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet to be supplied to the Engineer. The Contractor shall dig all holes necessary for line and grade stakes.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.2 Acceptance. - *Add the following paragraphs:*
The Contractor shall submit written assertion that the work has been completed prior to the Engineer making final inspection. The Engineer will have 48 hours to inspect the work. If the Engineer determines that the work is not complete, written notice will be given.
Until final acceptance of work by the Engineer, the Contractor shall have charge and care thereof from damage caused by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and

make good all injuries or damage to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

All work which has been rejected shall be remedied or removed and replaced by the Contractor at their expense with work conforming to the plans and specifications. Any defective material or workmanship which may be discovered before final acceptance or within one year from the date of final acceptance shall be immediately corrected by the Contractor at their expense, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver a complete, operational project that complies in all details with these specifications, at the time of final acceptance.

Any omission or failure on the part of the City to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed as acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The City will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the City is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

Nothing in this section shall be construed to limit the rights of the City to immediately correct conditions which are unsafe or which pose a public health nuisance. Should said corrections later be found to be caused by defective material and/or workmanship, the Contractor and their surety shall reimburse the City for costs reasonably incurred while attending the situation.

In the event it is necessary for the City to file suit to enforce any liability of the Contractor pursuant to this Section, the City shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees including reasonable attorneys' fees incurred by the City in successfully enforcing the Contractor's obligation, all to be taxed as costs and included in any judgment rendered.

3-13.3 Warranty. - *Amend the following:*

Amend the first sentence of the paragraph 3:
"The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence from the date of the final acceptance, except where longer warranty periods are specified."

Add the following paragraphs:
All start-up and testing shall be complete, approved and accepted before final acceptance, substantial completion, or beneficial occupancy.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the specifications or by law. The remedies provided herein shall not be exclusive and the City shall be entitled to any and all remedies provided by law.

3-14 INSPECTION.

The Contractor shall notify the Engineer at least 24 hours in advance before inspection is required. Whenever the Contractor varies the period during which work is carried on each day, due notice shall be given to the Engineer so that proper inspection may be provided. Varied working hours may be allowed only upon written authorization from the Engineer.

Work financed in whole or in part with funds from another public entity or performed within the jurisdiction of another public entity shall be subject to inspection at all times by authorized representatives of that entity.

The work shall be ready for inspection, whether by City, other public entities or independent testing laboratories, at the scheduled times arranged by the Contractor. If, in the City's sole judgment, the work is not ready and the inspection must be rescheduled, the Contractor shall be notified. The Contractor shall reschedule the inspection and provide the proper 24 hour notification for the rescheduled inspection. Any costs incurred by the City for rescheduled inspections shall be reimbursed prior to the release of Bonds.

In order to allow for inspection, the Contractor shall notify the City's inspector sufficiently in advance of the permanent concealment of any materials or work. The City's inspector shall make the appropriate notifications to other public entities and independent testing laboratories for inspections. All inspections required in the specifications for this project shall be coordinated through the City's inspector.

If any work is concealed or performed without the prior notice specified, the work shall be subject to such tests or exposure as may be necessary to prove to the City, Architect and Engineer, that the materials used and the work performed are in conformity with the drawings and specifications. All labor, tools, materials and equipment necessary for exposing and testing shall be furnished by the Contractor at their expense. The Contractor shall replace at their expense, any materials or work damaged by exposure or testing.

Overtime inspection may be requested by the Contractor. Overtime inspection includes but is not limited to, any hours worked outside of the inspector's normal working hours including weekends and holidays. Such requests shall be on a case-by-case basis as determined by the Engineer. If the Engineer so determines and approves, overtime inspection shall be paid for by the Contractor at the current City billing rate at the time of request or as billed by other public entities or independent testing laboratories. Any costs incurred by the City for overtime inspection shall be reimbursed prior to the release of Bonds.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL. - *Delete and replace with the following:*

Should any work performed or material furnished under the Contract prove defective or not in accordance with the Plans and Specifications and in the opinion of the Engineer such defect is not of

sufficient magnitude or importance to make the work dangerous or unusable, or if the removal of such work is impracticable or will create dangerous or undesirable conditions, the Engineer at his discretion shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefore in the payment due the Contractor as may be just and reasonable.

4-1.1 Warranty of Title. No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials supplied and equipment installed and incorporated in the work and agrees, upon completion of all work, to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Owner.

4-1.2 Clayton Act. In submitting a bid to the City, if the bid is accepted the Contractor agrees it will assign to the City all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 [commencing with Section 16700] of Part 2 Division 7 of the Business and Professionals Code), arising from purchases of goods, materials, or services by the Bidder for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITES

5-1.1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

A noise level limit of 86 dbA at a distance of 15 m (50 feet) shall apply to all construction equipment on or related to the work whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.

5-1.2 General.

The enclosed toilets required by this section shall be located within an approved yard, if one is acquired by the Contractor. If a yard is not acquired by the Contractor or the project is not within a City owned property, the toilets must be installed on a trailer and removed from the jobsite each day. At no times shall toilets be stored within the public right of way outside of working hours.

5-3 LABOR. - *Amend the following:*

5-3.1 General. - *Add the following paragraphs:*

Employment of apprentices are required on projects of $30,000 or more. Provisions in Sections 1777.5 of the California Labor Code fixes responsibility of compliance with that section for all apprenticeable occupations with the Contractor. Section 1777.5 provides that the Contractor and every Subcontractor shall submit contract award information to the applicable joint apprenticeship committee. One apprentice hour for every five journeymen hours worked is the minimum State requirement applicable to each apprenticeable trade. Section 1777.7 of said Labor Code provides that the Contractor shall forfeit as a civil penalty the sum of one hundred dollars ($100.00) for each calendar day of noncompliance with provision of said Section 1777.5.

The Contractor will observe all applicable health and safety requirements, including, but not limited to the California and Federal Occupational Safety and Health Acts. The Contractor shall submit for review by the City a Site Specific Health and Safety Plan prior to the commencement of construction activities. This Plan shall meet or exceed the requirements of 29 CFR 1910.120.

5-3.2 Prevailing Wages. - *Add the following paragraphs:*
Contractors are hereby notified that pursuant to Section 1770 of the Labor Code of the State of California, the City Council of the City of Redlands, California, by Resolution No. 2326, has ascertained the general prevailing rate of hourly wages and rates for legal holidays and overtime work in the locality where this work is to be performed, for each craft or type of workman or mechanic needed to execute the Contract which will be awarded to the successful Bidder. The Contractor shall comply with Sections 1770 to 1780 inclusive of the Labor Code and Master Labor Agreement of Southern California.

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this Contract in full less legally required deductions and also deductions made pursuant to the regulations prescribed under the so-called “Kick- Back Statute” (48 Sta. 948; U.S.C. 875; 40 U.S.C. 276c).

In accordance with Section 1775 of the California Labor code, Contractor shall forfeit to City, as a penalty, a minimum of $40 for each day, or portion thereof, and a maximum of $200 for each day, or portion thereof, for each worker paid, either by Contractor, or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.

Contractor further agrees to fully comply with all applicable provisions of the California Labor Code including but not limited to Sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Failure to abide by prevailing wages and laws by Contractor will be enforced.

The Contractor or subcontractor shall, as a penalty, to the State or political subdivision on whose behalf the contract is made or awarded forfeit twenty-five ($25) dollars for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any calendar work in violation of Labor Code section 1813.

5-3.3 Payroll Records. – *Delete and replace with the following*:
The contractor and subcontractors shall submit electronic certified payroll on a weekly basis to the City of Redlands through LCPtracker. LCPtracker is a web-based labor compliance management system. The Prime Contractor and Subcontractors and lower-tier Subcontractors will receive an email from LCPtracker providing their log-on identification and temporary password. The Contractors will need to follow the instructions in the email to set-up their permanent password and activate their account. Once their account is setup, LCPtracker Inc. provides either computer based or web based training. Training can be accessed via the "Book Now" button located under the "Projects" tab. The prime contractor shall submit their certified payroll, along with any subcontractor who is performing any labor, on a weekly basis. The prime contractor is responsible for all communication with their subcontractors and shall submit their subcontractor's certified payroll as part of their weekly payroll packet. All labor compliance correspondence and submissions will be made through the LCPtracker software.

All certified payroll shall be submitted no later than 7 days from the close of the pay period. The payroll records shall set out accurately and completely the name, social security number, classification and hourly wage rate of each employee, hours worked by employee during the payroll period and a full weekly wages and the actual weekly wages paid to the employee. Such certified payroll records shall be made available at all time for inspection by the City, the Department of Industrial Relations, the Department of Labor or authorized representatives within ten days of request. The contractor and subcontractor shall preserve weekly payroll records for a period of three (3) years from the date of completion of the Contract. In case on noncompliance with said Section 1776 and after a ten-day period following receipt of written notice, the Contractor shall forfeit to the California Department of Industrial Relations one hundred dollars ($100.00) for each calendar day or portion thereof, for each worker in non-compliance, until compliance is effectuated.

In order to meet labor compliance requirements, all contractors will be required to complete eDocuments which are accessed, submitted and approved through LCPtracker. All eDocuments are required to be signed by an owner/officer or authorized signer. The Prime Contractor and each Subcontractor and every lower-tier Subcontractor and any Vendors subject to this provision shall comply with Title 8, Section 16404 of the California Code of Regulations.

A Fringe Benefit Statement shall be submitted with the first payroll and is required for both the prime contractor and any subcontractors. A new Fringe Benefit Statement will be required when general determinations are issued in February and August. Please refer to the DIR website for additional details. Any weeks where no work was performed must be represented by the submittal of a Statement of Non-Performance covering the 7 day pay period where no hours were worked on the site. Final payroll on the project should state "Final" on the certified payroll, and must be marked as such in the LCPtracker system.

Failure by the Contractor to comply with the aforementioned requirements shall result in withheld progress payments until such time certified payroll documents have been received, reviewed, and accepted by the City. The City reserves the right to seek assistance from the State Department of Industrial Relations in determining the acceptability of certified payroll submittals before release of withheld progress payments. Prior to the release of retention monies, all certified payroll must be

submitted on the project and any outstanding issues that may have occurred throughout the project must be resolved.

5-4 INSURANCE. - *Delete Section 5-4.1, Section 5-4.2 and replace with the following:*

Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Designated Insurance Requirements shown below.

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. <u>Commercial General Liability</u>
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage

- Coverage is primary and non-contributory
- If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
- If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
- $1 Million Combined Single Limit
  - City listed as an Additional Insured on the coverage
  - Must include liability arising from all owned, leased, hired, and non-owned autos
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
- If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
- $5 Million Per Occurrence/ Aggregate
  - City listed as an Additional Insured on the coverage
  - Coverage is primary and non-contributory
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
- $1 Million Per Occurrence for Bodily Injury by Accident
- $1 Million Each Employee for Bodily Injury by Disease
- $1 Million Policy Limit for Bodily Injury by Accident
  - Waiver of Subrogation in favor of City
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
- Required of Projects that involve Demolition and/or Excavation Activities
- $1 Million Per Occurrence/ $2 Million Aggregate
- City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
- $1 Million Per Occurrence/ $2 Million Aggregate
  - City listed as an Additional Insured on the coverage
  - Coverage is primary and non-contributory
  - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
- $1 Million Combined Single Limit
  - City listed as an Additional Insured on the coverage
  - Must include liability arising from all owned, leased, hired, and non-owned autos
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
- If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
- $1 Million Per Occurrence for Bodily Injury by Accident
- $1 Million Each Employee for Bodily Injury by Disease
- $1 Million Policy Limit for Bodily Injury by Accident
  - Waiver of Subrogation in favor of City
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
- Required of Projects that involve Demolition and/or Excavation Activities
- $1 Million Per Occurrence/ $2 Million Aggregate
- City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to

indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5-4.3 Worker's Compensation Insurance. - *Delete and replace with the following:*

A. Contractor shall have worker's compensation and employer's liability insurance in force throughout the duration of the contract in an amount which meets the statutory requirement with an insurance carrier acceptable to the City. The insurance policy shall include a provision prohibiting cancellation of said policy except upon forty-five (45) days prior written notice to City. Certificates of Insurance shall be delivered to the City at the time of the Contractors' execution of the agreement.

B. Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were

caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

5-6 PATENT FEES OR ROYALTIES. *Delete and replace with the following:*
The Contractor shall include in its Bid the patent fees or royalties on any patented article or process which may be furnished or used in the Work. The Contractor shall indemnify and hold the City harmless from any legal action that may be brought for infringement of patents. The Contractor's attention is directed to "Notice of Patents, Data, and Copyright Regulations" of the Federal Labor Standards.

The Contractor shall bear all costs arising from the use of patented goods and/or processes used on and/or incorporated into the Work. When use of these goods and/or processes is judged to be an infringement and the use is banned, the Contractor, at its own expense, shall, with concurrence of the Engineer, do one of the following:

A. Secure for the City the right to continue using goods and/or processes by suspension of the injunction or by procuring a license(s);

B. Replace said goods and/or processes with non-infringing goods and/or processes;

C. Modify said goods and/or processes so that they become non-infringing; or

D. Remove said goods and/or processes and refund the sum paid therefore without prejudice to any other rights of the City.

The preceding shall not apply to any goods manufactured to the detailed design of the City contained in the Contract Documents.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General. - *Amend the following:*

Add the following sentences to paragraph 1:
Should watering be the sole method utilized for roadway dust abatement purposes, the maximum time interval that shall elapse between applications thereof shall be no greater than 3 hours during normal working day, supplemented by an additional application thereof immediately prior to the conclusion of the workday and at such other times as may be required, including evenings, weekends and holidays as required by the Engineer. Should the Contractor be unable to furnish dust abatement as specified, the City may perform or cause to be performed the necessary service, the expense of which will be deducted from the payment due the Contractor.

Add the following paragraphs:

To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during cleanup and dust control operations. Refer to Section 7-8.6.

Compliance with this section is of extreme importance to the City and its citizens. The City may fine the Contractor $1,000 per incident if there are issues with dust, mud, unused equipment or materials and rubbish within the construction area that result in citizen complaints. A 24 hour notice shall be issued to the Contractor and failure to correct the problems will result in the fine being levied. This fine will be in addition to those fines potentially charged for NPDES violations.

5-8 AIR POLLUTION CONTROL.

Dust control shall be performed in accordance with Subsection 7-8 of the Standard Specifications, South Coast Air Quality Management District (SCAQMD) Rule 403, the general Provisions and the following Provision.

Dust resulting from the Contractor's performance of the work, either inside or outside, the right-of-way shall be controlled by the Contractor. Dust control includes the action necessary to prevent, reduce or control dust within the work area as required to complete the work. The Contractor shall carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or causing a nuisance, or harm to persons living nearby or occupying buildings in the vicinity of the work. The Contractor shall control dust 24 hours a day, seven days a week. The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the Engineer prior to starting any work. The Rule 403 Implementation Handbook published by the SCAQMD, contains a detailed listing of reasonably available dust control measures.

Dust control ordered by the Engineer to be applied on Saturdays, Sundays or holidays will be included in the Contract price for dust control and no additional compensation will be allowed therefore.

The full compensation for all direct and indirect costs incurred for work performed or materials used to control dust resulting from the Contractor's performance of the work and caused by public traffic, either inside or outside the right-of-way shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5-9 STORAGE OF EQUIPMENT AND MATERIALS.

The Contractor shall be required to provide and maintain as necessary, any additional property required for storage of equipment, materials, etc., to perform work on this project. Should the additional property be located within the city limits of the City of Redlands, the Contractor shall obtain written approval from the City of Redlands Development Services Department and comply with all conditions set therein prior to use. When private property is used for a yard area, the Contractor shall also secure written authorization from the private property owner and supply a copy of such to the City before any monthly progress payment is submitted. Contractor to propose designated areas of the project site, upon approval by the Engineer, suitable for material delivery, storage, and waste collection.

The Contractor shall ensure the construction yard adheres to all local, State and Federal regulations, ordinances, codes and maintained in a neat and orderly manner throughout the duration of the project. The contractor shall include the construction yard in the Erosion Control Plan or SWPPP and shall be inspected and approved prior to use of the yard. If at any time during the project the location of the construction yard changes from the approved site, the City shall be notified prior to relocation for inspection and approval. Should the Contractor fail to comply with these conditions, the Engineer may suspend the work per SSPWC section 6-3 until the condition is corrected.

At the end of the project or as required, the Contractor shall: clean up and remove all trash and debris, including all organic trash and debris; clean up and remove all hazardous and biochemical wastes from the property to the satisfaction of the agency (City, County, State, or Federal) charged with overseeing these items; and provide to the City a written release from the private property owner that they are satisfied with all clean up and removal work.

5-9.1 Storage in Public Streets.
Construction materials and equipment shall not be stored within public streets or right of way without prior approval from the City. In order to seek approval, Contractor shall submit a location map with all equipment or materials identified including size, duration and any BMP's installed and provide at least 7 days for review by the City.

5-10 WATER POLLUTION CONTROL.

The Contractor shall follow the City's guidelines for Storm Water Pollution Prevention in providing storm water pollution control at the project site, including the implementation of approved Erosion/Sediment Control Plans during construction as well as the implementation of approved Water Quality Management Plans.

Construction activities disturbing 1 acre or more of land shall comply with the State Water Resources Control Board's NPDES General Construction Storm Water Permit. A copy of the Notice of Intent (NOI) to include the Waste Discharge Identification (WDID) number shall be submitted as part of the Storm Water Pollution Prevention Plan (SWPPP) to the Engineer for review. Call (909) 782-4130 for NOI/WDID information.

All projects requiring grading shall submit to the City for review and approval an Erosion/Sediment Control Plan and a Grading Plan. Permit(s) will not be issued until plans are approved and may be revoked if work required in these specifications are not complied with.

Construction sites shall be maintained by implementation of BMPs in such manner that pollutants are not discharged from the site to the maximum extent practicable. A few references available to help with selection and implementation of applicable BMPs are:

1. California Storm Water Best Management Practice Handbook, American Public Works Association, March 1993;
2. The Construction Site Best Management Practices Manual, November 2000;
3. Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual, November 2000;

4. California Regional Water Quality Control Board's San Francisco Bay Region, Guidelines for Construction Projects; and
5. California Regional Water Quality Control Board's San Francisco Bay Region, Erosion and Sediment Control Field Manual, July 1999.

All discharges into the storm drain system are prohibited except for potable water, properly treated discharge, and those discharges specifically approved by the Engineer. The following are some of the prohibited discharges:

1. Discharges that could have an impact on human health or the environment, cause or threaten to cause pollution, contamination, or nuisance;
2. Discharges that exceed any applicable water quality standard contained in a statewide Water Quality Control Plan or local Basin Plan; and
3. Discharges containing hazardous substances equal to or in excess of a reportable quantity listed in Federal regulations 40 CFR, Parts 117 and 302.

Materials that can cause or contribute to pollution or a violation of any applicable water quality standard include, but are not limited to: sediments; solid or liquid chemical spills; wastes from paints, stains, sealants, glues, limes, pesticides or herbicides and wood preservatives or solvents; asbestos fibers, paint flakes or stucco fragments; fuels, oils, lubricants or hydraulic, radiator and battery fluids; fertilizers; vehicle and equipment wash water or concrete wash water; concrete, detergent or floatable wastes; wastes from any engine and equipment steam cleaning or chemical degreasing; and chlorinated potable water line flushings.

Unless exempted or authorized by an NPDES permit, all non-storm water discharges require prior approval by the Engineer or the State Water Resources Control Board with Engineer approval.

During construction, temporary storage of such materials as identified above, must occur in a designated area physically separated from potential storm water runoff, with ultimate disposal in accordance with local, state and federal requirements.

De-watering of contaminated groundwater or discharging contaminated soils via surface erosion is prohibited.

Unless indicated otherwise by the Engineer, all projects, regardless of size, shall submit for review and approval, a Water Quality Management Plan (WQMP). The WQMP shall consist of post construction BMPs which shall remain in effect throughout the life of the facility. Refer to WQMP guidelines.

5-11 TEMPORARY LIGHTS, POWER AND WATER.

Any water drawn from a City fire hydrant shall be via a City owned water meter. Said meter may be obtained from the Municipal Utilities & Engineering Department. Contractor is responsible for payment of a $1200 deposit fee. Said meter shall be returned in a condition like received, less normal wear and tear. All meters are loaned subject to the conditions of the Fire Hydrant Construction Meter

Water Service Application. Contractor must provide proposed location of meter and notify Customer Service at (909) 798-7516 each time the meter is relocated during construction. Water reasonably used in connection with the construction contract will be provided at no cost to the Contractor. Water use determined to be wasteful or unreasonable will be charged for at the prevailing rate.

5-12 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall relocate, re-establish, repair or replace all existing improvements within the work limits or right-of-way which are not designated for removal (e.g., sprinkler systems, curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations.

Relocations, re-establishments, repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing or re-establishing existing improvements shall be included in the Bid.

The Contractor shall be responsible for the maintenance of the streets and roadways to be used by public and local traffic through and adjacent to the construction zone, from the date of "Notice to Proceed" until the date of acceptance of the completed construction improvements.

Street maintenance shall include filling of potholes, grading of subgrade and base, replacing signs, installing interim pavement striping and markers on the project streets and other side streets within the construction zone. Street maintenance shall also include sweeping and washing of streets, adjacent and connected to the construction zone on a weekly, or more frequent schedule, to prevent the accumulation of dust, dirt, gravel or other deleterious materials, all as necessary to maintain the construction roadways and adjacent streets in a safe, clean and drivable condition for use by public and local traffic.

Upon request from the City for information pertaining to a claim against the contractor, contractor shall provide a written/email response, including all requested information, within 14 calendar days of City's request. If a response with all requested information is not provided to the City within 14 calendar days, a penalty of $500 per calendar day will be assessed to the Contractor by the City.

5-13 PUBLIC CONVENIENCE AND SAFETY.

5-13.1 General.

The Contractor may be allowed to close the roadway, or a portion thereof, to traffic during normal work hours upon approval from the Engineer. During any closure, the Contractor shall allow access for residents, schools, trash service trucks, churches and businesses within the affected portion of roadway, except as required for construction for a reasonable period of time. The Contractor shall notify residents as noted within Section 5-18.

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the Work Area Traffic Control Handbook (WATCH) prepared by the

Southern California Chapter of the American Public Works Association. During adverse weather or unusual traffic or working conditions additional devices shall be placed as directed by the engineer. All traffic signs and devices shall conform to the current State of California, Department of Transportation (CALTRANS), "Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways", unless otherwise approved by the Engineer.

Fences, barriers, lights and signs shall be furnished, erected and maintained as necessary to give an adequate warning to the public at all times that the work is under construction and of dangerous conditions to be encountered as a result thereof, and warning and directional signs shall also be erected and maintained as may be required by the City. Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the following provisions:

1. For placing of barricades - $15.00 per barricade for each day or part thereof.

   For flashers - $15.00 per flasher for each day or part thereof.

   For traffic cones - $7.50 per cone for each day or part thereof.

2. In the event that the services of the Owner are required outside the normal working hours and/or days or items not noted above are furnished by the City, all costs incurred by the City shall be the responsibility of the Contractor.

The Contractor shall relocate, preserve and maintain the visibility of all signs within the project limits which affect the flow of traffic, as directed by the engineer. Any signs that are missing or found damaged shall be replaced immediately by the Contractor at his expense.

The Contractor shall provide and maintain Class II barricades along excavation edges parallel to the flow of traffic at a spacing of twenty-five feet (25'). Class II barricades mounted with flashers shall be installed around work areas in parkways. Class II barricades shall have alternating black and reflectorized white (or yellow) stripes at an angle of 45 degrees. The stripe with shall be four to six inches.

During paving operations barricades may be supplemented with minimum size eighteen-inch (18") high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty-five feet (25"). At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot (5') intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided. "No Left Turn" sign shall be provided wherever required by the Engineer.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator or other vertical obstruction.

A 4 foot wide pedestrian walkway shall be maintained in the parkway area on each side of all streets, unless otherwise authorized by the Engineer. The minimum clearance from: the edge of pedestrian walkways to any traffic lane shall be 5 feet; the edge of pedestrian walkways to any work zone shall be 3 feet; and the surface of pedestrian walkways to any overhead obstruction shall be 7 feet.

The Contractor shall, at the end of each work day, have backfilled, compacted and placed a temporary drivable roadway surface on all work areas within traveled roadways prior to leaving the job site. Failure to comply to the satisfaction of the Engineer shall result in immediate correction by City forces, and all costs shall be borne by the Contractor.
Traffic control devices shall be marked with the Contractor's name as appropriate. At no time shall any traffic control devices marked with companies or agencies other than the Contractor or subcontractors, be utilized within the work area.

All said traffic controls and safety devices shall be maintained in clean condition, with any and all graffiti removed by the end of workday on which the graffiti was first reported to the Contractor.

If the traffic control devices are deemed unacceptable by the Engineer due to being damaged, dirty, or marked incorrectly, the Contractor shall replace the traffic control devices immediately. Should the Contractor fail to furnish traffic control devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the provisions above.

5-13.1.1 Vehicular Access.
At such times as driveways are inaccessible due to the Contractor's work they shall be blocked by two (2) Class II barricades or one (1) Class II barricades and two (2) delineators. Driveways that are ramped or planked for temporary access shall be provided with a delineator at each side.

5-13.1.2 Signage. The Contractor shall furnish, erect and maintain all construction traffic signage as required and specified.

All construction traffic signage shall be in place prior to commencing any work, placed as needed during construction, moved as necessary and removed only upon completion of all work.

All construction traffic signage and controls shall comply with the State of California Manual of Traffic Controls, Warning Signs, Lights and Devices for use in Performance of Work Upon Highways. All construction traffic signage used in the performance of the work shall be a minimum of the encapsulated lens (high intensity) type. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices, telescoping flag trees, flags, signs, markers, portable barriers, flashing arrow signs, changeable message signs, markings and flagging equipment shall be provided and maintained in like new condition.

When a Traffic Signal is constructed as a part of the project, the Contractor shall place and maintain for one calendar month, a message board for each approach leg to a new traffic signal. The message board shall read "CAUTION - NEW TRAFFIC SIGNAL". The one month period shall

begin from the day of activation. This requirement may be lessened or waived, on a case-by-case basis, by the Engineer.

The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, including holidays, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of notice to proceed to the completion and acceptance of the work. Any corrective work required to be performed by City forces shall be charged to the Contractor and paid in full before release of any bonds on the project.

All traffic cones shall be no less than 28 inches in height, except that shorter cones, 12 inches minimum height, may be permitted during striping maintenance operations where the only function of the cone is to separate traffic from the wet paint. All barricades used to delineate traffic at night or placed in or adjacent to the traveled roadway at night, shall be equipped with flashing warning lights.

Channelizers shall be required when lane restrictions, detours or other work conditions need to be maintained for periods longer than normal work hours. Channelizers shall be surface-mounted type and shall be furnished, placed and maintained at the locations shown on the plans or as approved by the Engineer and shall conform to these specifications. Channelizers shall be, at the Contractor's option, one of the following types, or approved equal: (1) Safe-Hit SH236SMA; (2) Repo "The Replaceable Post"; or (3) Carsonite, "Super Duck" SDF-436.SDF-436.

5-13.2 Traffic Control Plan

The Contractor shall provide a Traffic Control Plan to the agency for approval prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days.

The Contractor shall be required to maintain one lane in each direction when working on the roadway. Access to schools, businesses, etc. shall be maintained as necessary for their operations. If closures are authorized by the Engineer, all detour signage shall be installed prior to closure of specified portion of roadway(s), and shall be maintained during closure.
The Contractor shall make provision to allow pedestrians full access across work areas at existing crosswalks, while working within those areas.

Traffic controls, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with Subsection 7-1, of the current edition of the "Standard Specifications for Public Works Construction," including all its subsequent amendments, and the current edition of the "Work Area Traffic Control Handbook."

Traffic control and the Traffic Control Plan shall conform to the following:

a. All major streets shall remain open to through-traffic at all times, residential street will be closed to traffic only as long as it takes for material application and drying time.

b. The Traffic Control Plan shall indicate the traffic control requirements for the different types of work to be performed. The Contractor shall be responsible for the preparation of Plans as necessary for specific items of work. These Plans shall be approved by the City's Engineer.

c. All traffic controls and safety devices, equipment and materials, including but not limited to cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, markers, portable barriers, flashing arrow signs, markings, and flagging equipment shall be provided and maintained in "like new" condition.

d. The Contractor shall furnish and properly install, construct, erect, use, and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include area affecting or affected by the work, from the start of work to the completion of the work.

In the event the slurry and cape seal ravels, a "loose gravel" (C6) sign shall be placed to adequately warn the public.

e. High-level warning devices (flag trees) are required at all times for any work being performed within the roadway unless otherwise specifically authorized by the City's Engineer.

f. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than twenty-eight inches (28") in height, except that shorter cones, twelve inches (12") high or higher, may be used during striping maintenance operations where the only function of the cones is to protect the wet paint from the traffic.

g. Type III barricades, no less than six feet (6') in length and equipped with two (2) Type "N" markers each and two (2) flashing warning lights each, shall be used to close streets, except as otherwise specifically authorized in advance by the City's Engineer for minor maintenance work of no more than one (1) working days duration on weekdays, or on holidays only, and between 8:00 a.m. and 3:30 p.m. only. Said barricades shall be placed across the full roadway at each point of closure with the distance between

barricades or between barricades and curbs, not exceeding three feet (3'), except that one (1) eleven-foot (11')-wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) Type C2 "Road Closed" sign each or one (1) Type C3A "Road Closed to Thru Traffic" sign each.

h. Except for residential streets, as otherwise directed and/or authorized by the City's Engineer, two-way vehicular traffic shall be maintained at all times within two (2) eleven foot (11')-wide lanes on streets, having an effective roadway width of forty-four feet (44') or more with restricted parking, and other streets of lesser widths may be reduced to one (1) twelve-foot (12') wide lane with work activity being limited to one side at a time, and with one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers.

No reduction of the traveled way width shall be permitted on any City street before 8:00 a.m. nor after 3:30 p.m., on weekends or holidays, or when active work is not being done, unless prior authorization to do so is granted by the City's Engineer.

Arrow boards shall be required for all lane closures on major streets.

i. Properly trained and experienced flaggers shall be provided to traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at such other times as is necessary to safely pass the traffic through or around the work area, and when so directed by the City's Engineer.

j. Vehicular access to occupied residential property may be restricted on weekdays other than holidays between the hours of 8:00 a.m. to 3:30 p.m. while essential work activity is taking place, with specific prior written approval from the City's Engineer, providing the Contractor gives the owner and/or resident at least forty-eight (48)-hour advance written and oral notice. See Part 2, "Notification of Residents," herein.

Convenient and safe pedestrian access to occupied residential property shall be maintained at all times. Access to mailboxes must be maintained at all time, such that the postal delivery service is not interrupted.

Access to vacant and unused property may be restricted at the Engineer's discretion. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City's Engineer.

k. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired refurbished and/or replaced, and any traffic control and safety devices and equipment being used which are displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.

l. An unobstructed view of all signs and warning devices including but not limited to stop signs, stop ahead signs, street names signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers, and devices from the view of vehicular and/or pedestrian traffic to which it applies.

m. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.

n. Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and/or storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

o. Where vehicular access to abutting property must be restricted, the work shall be so selected, arranged, and scheduled that the person(s) requiring access to said abutting property and/or residents along said streets affected will be able to park within a reasonable distance of not more than five hundred feet (500') from their homes and/or destination. Residents must be supplied written notice of such restrictions a minimum of 48 hours in advance.

p. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstructions, and unnecessary traffic control devices and equipment shall be promptly removed from that street except as otherwise authorized or directed by the City's Engineer.

q. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to hereinabove, the City reserves the right

to correct and/or mitigate any situation, which in the sole opinion of the City's Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's and/or permittee's expense, and will deduct the cost therefore from the Contractor's progress and/or final payment. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures, and shall not serve to transfer said obligations and liabilities from the Contractor to the City or the City's agents.

r. Violations of any of the above Provisions and/or Provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the City's Engineer, shall at the sole discretion of the City, be grounds for termination of the Contract, or shut down or partial shutdown of the work, without compensation to the Contractor and/or permittee, or liability to the City, all as prescribed by Contractual obligation or State law, whichever is applicable.

Full compensation for furnishing all labor, materials, tools, equipment, flaggers, lights, channelizers (surface mounted), temporary striping, barricades, portable flashing lights, flashing arrow signs, traffic control and detour plan, and incidentals required to comply with the provisions specified and referred to herein above, to provide all required traffic and pedestrian control for the duration of this contract, all as shown and as specified, shall be paid as specified in Section 01200 of the General Requirements and no other compensation shall be made therefore.

5-13.3 Edison Energized Conductors. The Contractor hereby promises and agrees that in the performance of the Work, he will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined as follows:

"Qualified Person". A person by reason of experience or instruction is familiar with the operation to be performed and hazards involved.

Contractor further promises and agrees that the provisions of this paragraph shall be and are binding upon any Subcontractor or Subcontractors that may be retained by it, and that the Contractor shall take such steps as are necessary to insure compliance by said Subcontractor or Subcontractors with the requirements of this paragraph.

5-14 CONTRACTOR’S RESPONSIBILITY FOR DAMAGE.

5-14.1 Responsibility for Damage. The Contractor agrees to and does hereby indemnify, defend and hold harmless the City, its elected officials and the Consultant and their officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, including attorney's fees and costs, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to loss or theft of property, (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the contractor upon or in connection with the work called for in this agreement, except for the liability resulting from the sole negligence or willful misconduct of the City, its elected officials and their officers, employees and agents who are directly employed by the City and the Consultant; and

(b) any injury to or death of persons or damage to property caused by any fault, neglect, default or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the City, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off City property, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose act or omissions any of them may be liable, regardless of whether or not caused in part by any act or omission (active, passive, or comparative negligence included, excepting the active negligence of the District) of a party indemnified hereunder.

(c) The Contractor, at its own expense, cost, and risk shall defend any and all actions, suits or other proceedings that may be brought or instituted against the City, its elected officials, officers, agents and employees and the Consultant, against any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the City, its elected officials, officers, agents or employees, in any such action, suit or other proceedings as a result thereof.

5-15 NO PERSONAL LIABILITY. Neither the City Council, the Engineer, the Consultant, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.

5-16 CONTRACTOR'S RESPONSIBILITY FOR WORK. Except as provided above, until the formal acceptance of the Work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by act of the federal government or the public enemy.

The City of Redlands shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

The City shall not be responsible for security of the Contractors equipment or materials at the site. The City will not be responsible for theft or damage to any property or materials of the Contractor. Security for Contractor's property shall be the responsibility of the Contractor.

5-17 WARRANTY OF WORK. The Contractor shall guarantee the Work against defective materials or workmanship for a period of (1) year from the date of completion date specified in the Notice of Completion, except where longer warranty periods are specifically stated. As specified in Section 2-4 in the GENERAL CONDITIONS, the Performance Bond shall remain in full force and effect during the warranty period.

All work which has been rejected, shall be remedied, or removed and replaced, by the Contractor at his own expense, with work conforming to the Plans and Specifications. Any defective material or workmanship which may be discovered before final acceptance or within (1) one year from the completion date specified in the Notice of Completion shall be corrected immediately by the Contractor at his own expense notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver at the time of final acceptance a complete project that complies in all details with these Contract Documents. All items shall be ready to operate.

Any omission or failure on the part of the Owner to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed an acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The Owner will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the Owner is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

During the (1) one year warranty period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by the Owner, it is agreed that the Owner may make such repairs and replacement and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his Surety.

Nothing in this section shall be construed to limit the rights of the Owner to immediately correct conditions which may be unsafe or which may pose a public health nuisance. Should said conditions later be found to be caused by defective material and/or workmanship, the Contractor and his Surety shall reimburse the Owner for costs reasonably incurred while attending the situation.

In the event it is necessary for the Owner to file suit to enforce any liability of the Contractor pursuant to this sections WARRANTY OF WORK, the Owner shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Owner in successfully enforcing the Contractor's obligations, all to be taxed as costs and included in any judgment rendered.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Document or by law. The remedies provided herein shall not be exclusive and the Owner shall be entitled to any and all remedies provided by law.

5-18 NOTIFICATION OF RESIDENTS/BUSINESSES. The Contractor shall notify all residents, firms, institutions, agencies, and utility companies which may be affected by the work. Notification shall be by hand delivery of an approved notice within the project limits approved by the City. The notification process shall consist of two notifications, one prior to the start of construction for all properties within the project area and a second notification at least seven days in advance of any activity which may impact each specific property. In the event of any work within the downtown area, the distribution of the second notification shall be at least fourteen days in advance of any activity. Activities impacting said properties and, therefore, requiring the above said notices include the following: the work itself; closure or partial closure of the street; and disallowance of street parking and disallowance of vehicular ingress to or egress from the property.

Said firms, institutions, agencies, and utility companies which must be notified of proposed work shall include, but are not limited to the following: public schools, private schools, day care centers, postal service, hospitals, governmental services, police department, fire department, ambulance services, Omnitrans, solid waste collection, and City street sweeping.

The proposed notice shall be submitted to the Engineer at least seven calendar days prior to the date of distribution for review and approval. The submittal shall also include a map identifying the limits of the work and proposed limits of distribution. The printed notices shall contain a general description of the work to be done, the name of the street with limits, the day and date of the work and the name and telephone number of the Contractor. The notice shall also include a statement that there will be no disruption of trash collection schedules and that trash should be set out by 6:00 a.m. on the scheduled day of pickup. If on-street parking will be affected the notice shall include a statement that no on-street parking will be allowed between the hours of 7:00 a.m. and 5:00 p.m. on the day of work, and a statement that it will be necessary to tow away parked vehicles at the owner's expense per California Vehicle Code CVC 22651L and CVC 22654D.

The Contractor will provide City with the dates and addresses of when project notifications are delivered to affected properties. City will verify the notification process is completed in compliance with the requirements of the specifications. Work will commence when City approves Contractor’s compliance with the requirements set forth in the specifications.

If on-street parking is affected, the Contractor shall also post pre-approved "NO PARKING-TOW WAY" signs on 1 x 2 wood stakes or barricades at one hundred foot (100’) maximum spacing along the affected areas of the street, 48 hours prior to the start of the work. The "NO PARKING-TOW AWAY" signs shall contain the day, date, and hours that parking will be prohibited on that particular street and a statement that parked vehicles will be towed away at owner's expense per California Vehicle Code CVC 22651L and CVC 22654D. The Contractor shall maintain said signs throughout the day of work, and shall start the removal of said signs by 4:00 p.m. and complete the removal by 6:00 p.m. on said day of work or as otherwise directed by the Engineer.

The Contractor shall document the day, date, and time the signs are installed because the no parking restriction cannot be enforced until the signs have been in place 24 hours. Posting of signs on trees, utility poles, light standards and other existing parkway improvement is strictly forbidden.

In the event of street resurfacing operations, the notices to residents shall contain a statement that the street to be resurfaced will be closed to vehicular traffic, and the suggestion that if they require the use of their vehicles on the day of the resurfacing work, they should consider parking their vehicle on a nearby street which is not scheduled for a resurfacing application.

In the event scheduled work is delayed, the Contractor shall immediately remove all "NO PARKING" signs. The contractor must notify all previously notified, in person and with printed notices, that the work will be rescheduled and that they will be re-notified 48 hours in advance. The Contractor shall have an adequate supply of approved notifications for distribution to residents.

Full compensation for conforming to these requirements shall be considered as included in the various Contract items of work involved, and no additional compensation will be allowed therefore.
Failure to comply with this section shall result in a penalty assessment imposed of up to $10,000 per violation at the City's discretion.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. - *Add the following paragraph:*
Contractor shall notify Underground Service Alert (USA) at 1 (800) 227-2600, two working days prior to starting work, and must submit verification number to the City prior to starting work.

6-1.2 Commencement of the Work. - *Amend the second sentence as follows:*
"The work shall start within 10 days thereafter, and be diligently prosecuted to completion within the Contract Time."

6-3 TIME OF COMPLETION.

6-4.1 General. - *Add the following paragraphs:*
If saturated soil is encountered during construction due to leaks in an existing utility, contractor shall remove saturated material and replace with a suitable backfill material until adequate compaction can be attained by verification from the City's Geotechnical Engineer.

Prior to any removal of saturated material, contractor shall discuss the methods of remediation with the City's representative. Approval from the City, or the City's representative, shall be obtained for any amount of saturated material removal in which the contractor anticipates to be compensated for, if approval is not obtained all costs shall be borne by the contractor.

Up to a 14 day delay in paving operations may be requested after all leaks have been resolved to provide time for excess moisture to dissipate, at no additional cost to the city, in lieu of removing and replacing the saturated soil. A no cost change order will be prepared to provide the contractor with additional contract time if such delay is requested by the City.

6-9 LIQUIDATED DAMAGES. The value of liquidated damages noted in this section is amended to five hundred dollars ($500) per working day.

6-10 NOTICE AND SERVICE THEREOF. Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the project site, or by deposing the same in the United States Mail enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of work under this Contract, certified and with postage prepaid.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated by him to the party giving the notice, certified and with postage prepaid.

Notice shall be given to the Owner by personal delivery thereof or by depositing the same in the United States Mail enclosed in a sealed envelope, certified and with postage prepaid. The address of record for the owner is:

City of Redlands
Municipal Utilities & Engineering Department
P.O. Box 3005
35 Cajon Street, Suite 15A
Redlands, CA 92373

6-11 PUBLIC RECORDS ACT. All documents, Plans, specifications and all other information relating to the conduct of the City's business, including information submitted by the Contractor, shall become the exclusive property of the City and except as provided by law shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 et seq.).

Under no circumstances will the City be responsible or liable to the Contractor, submitter or any other party for the disclosure of any records or information submitted to the City, regardless of whether such records or information are labeled "Trade Secret", "Confidential", or "Proprietary" (or words to similar effect) and regardless of whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, employees, and/or Contractors.

The City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definition of "Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and where appropriate for clearly and prominently marking each and every page or sheet of

information with “Trade Secret”, “Confidential”, or “Proprietary”. Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party’s own circumstances.

In the event of litigation concerning the disclosure of any information submitted by the submitting party, the City’s sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the information, and shall indemnify and hold the City harmless from all costs and expenses including attorneys’ fees, in connection with such action.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment. - *Delete and replace with the following:*
The closure date for the purpose of making monthly progress payments shall be assigned by the Engineer during the pre-construction meeting. Payment, less deductions, unearned work and retention, will be made within 30 days of the closure date. If a dispute exists between the City and the Contractor regarding an item included in the Contractor's Monthly Progress Payment Request, progress payments will be withheld until said dispute is resolved, in which case longer period of time will be required to make such payment. No such payment shall be required to be made, when in the judgment of the Engineer, the total value of the work since the last estimate amounts to less than $500. If, in the opinion of the Engineer, work is not progressing according to the approved schedule, payments may be withheld until the Contractor returns to the approved schedule.

Deductions will be made for: (1) amounts due the Owner for equipment or material furnished or services rendered; (2) amounts due the Owner under the terms of the Contract; (3) amounts of any claims of lien filed with the Owner; (4) accrued amounts of liquidated damages; (5) amounts required to be deducted by Federal, State or local governmental authorities. From the balance thus determined will be deducted the amounts of all previous payments, and the remainder shall constitute the monthly payment due the Contractor.

A retention of five percent (5%) will be withheld from each and every progress payment to the Contractor. This percentage will remain constant throughout the duration of the Contract. The City shall make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor pursuant to Public Contract Code section 20104.50.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

As provided by paragraph 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract. Substitute securities shall be deposited in a financial institution in a form acceptable to the City of Redlands. The financial institution shall be located within the City limits of the City of Redlands. The Escrow Agreement to be used is set forth in Public Contract Code section 22300.

7-3.3 Delivered Materials. - *Delete and replace with the following:*
No payment will be made for materials or equipment delivered but not yet incorporated in the work.

7-4.2.6 Extras. Without invalidating the Contract, the City may order extra work or make changes by altering, adding or deducting from the work, the Contract sum being adjusted accordingly and the consent of the Surety being first obtained where necessary or desirable. All the Work of the kind bid upon shall be paid for at the price stipulated on the proposal, and no claims for any extra work or material shall be allowed unless the work is ordered in writing by the engineer and the price is stated in such order.

7-4.2.7 Claims for Extra Costs. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order by the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of the thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

This section is deleted in its entirety.

SECTION 9 - ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS

9-1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with section 16700 of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this public works agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the Parties.

SECTION 10 - TRENCHING AND EXCAVATION

10-1. If this contract involves digging trenches or other excavations that extend deeper than (4) feet below the surface, the following shall be done pursuant to California Public Contract Code Section 7104:

A. That the Contractor shall promptly and before the following conditions are disturbed, notify the City in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. That the City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of work shall issue a change order under the procedures described in the contract.

C. That, in the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertains to the resolution of disputes and protests between the contracting parties.

SECTION 11 - REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

11-1. Pursuant to Government Code Section 4215 et seq, the City shall assume the responsibility between the parties to this contract, for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of the construction project for this contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids.

11-2. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not identified in the plans and specifications with reasonable accuracy and for equipment on the project necessarily identified during such work.

11-3. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City, or the owner of the utility to provide for removal or relocation of such utility facilities.

11.4. The City shall not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on adjacent to the site of construction, provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the plans and specifications.

11.5. Nothing herein shall preclude the City from pursuing appropriate remedy against the utility for delays which are the responsibility of the utility.

11.6. If the Contractor, while performing the contract, discovers utility facilities not identified by the City in the contract plans or specifications, Contractor shall immediately notify the City and the utility in writing.

11.7. The public utility, when it is the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

11.8. Contractor shall comply with Government Code Section 4216 through 4216.9.

11.9. Conduits from existing street light and traffic signal systems may be encountered during construction of this project. All removals, relocations, and/or replacements of existing conduit systems shall be performed in accordance with these specifications and City standards, by a qualified electrical contractor. All costs for said work shall be borne by the Contractor and paid as a part of the various items of work requiring such removals, relocations, and/or replacements, and no other compensation shall be made therefore.

SECTION 200 - ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

200-2.1 General. - *Amend the first paragraph as follows:*
"Materials for use as untreated base or subbase shall be classified in the order of preference as follows:
Crushed Aggregate Base
Crushed Miscellaneous Base
Pulverized Miscellaneous Base."

200-2.4.1 General. - *Delete the second sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.4.2 Grading. - *Amend the first sentence of paragraph 1 as follows:*
"The material shall be uniformly graded and shall conform to the 'fine' gradations:"

200-2.5.1 General. - *Delete the third sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.8.1 General. - *Amend as follows:*
Delete the second sentence of paragraph 1 and replace with the following:
"Pulverized miscellaneous base may contain underlying base material."

Delete the third sentence of paragraph 1 and replace with the following:
"The material shall be free of deleterious material as defined in 200-1.1."

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.
201-1.1.1 General - *Add the following paragraph:*
The Contractor shall furnish the Engineer in the field with a copy of the mix design to be used, and with a legible certified weighmaster's certificate for each load of PCC delivered to the project. PCC delivered to the project site having a water content and/or slump greater than that specified in the mix design, shall be rejected and removed from the project site.

201-1.1.2 Concrete Specified by Class and Alternate Class - *Amend Table 201-1.1.2.(A) as follows:*

Street Surface Improvements section -
All concrete in this section shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

Sewer & Storm Drain Facilities section, Sidehill Surface Drainage Facilities subsection -
All concrete in this subsection shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

201-1.4.3 Transit Mixers. - *Replace the first sentence in paragraph 6 with the following:*
The total elapsed time between addition of water at the batch plant and the completion of the discharge of the PCC from the mixer, shall not exceed ninety (90) minutes. All PCC remaining in the mixer, after said ninety (90) minutes time limit, shall be rejected and removed from the project site.

SECTION 203 - BITUMINOUS MATERIALS

203-3 EMULSIFIED ASPHALT.

203-3.1 General. - *Modify the section by adding the following:*
Asphalt emulsion shall be a <u>QUICKSET ANIONIC OR CATIONIC EMULSIFIED ASPHALT</u> conforming to the requirements of Subsection 203-1.3, "Test Reports and Certification", and Subsection 203-1.2, "Testing Requirements" of the Standard Specifications.

The latex additive shall be Ultra Pave 70 (for anionic) or Ultra Pave 65 K (for cationic) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2.5) parts to one-hundred (100) parts of emulsion by volume.

203-5 SLURRY SEAL.

203-5.1 General. - *Delete the sentence and replace with the following:*
Slurry seal shall be emulsion-aggregate slurry (EAS) conforming to 203-5.4.

203-5.2 Mix Design. - *Modify the section by adding the following:*

(f) Admixtures, such as Portland Cement or aluminum sulfate may be mixed into the slurry material to adjust curing time such that the applied slurry can support vehicular traffic within 60 minutes.

(g) Use of slag shall not be permitted.

(h) Deliveries of aggregate and emulsion shall not be made without the engineer present. Emulsion is not to be transferred to an on-site storage tanker without the sieve test performed by the City.

203-5.3.2 Grading. - *Delete the sentence and replace with the following:*
The combined aggregate gradation shall be determined in accordance with ASTM C136 and conform to Type II requirements shown in Table 203-5.3.2 (A).

203-5.4.1 General. – *Modify the paragraph and replace with the following:*
EAS shall be a stable mixture of emulsified asphalt, aggregate, water, a set control agent, and latex. EAS shall be Type II-CQS-1h-EAS.

203-5.4.2.1 Aggregate. – *Delete the sentence and replace with the following:*
Aggregate shall be Type II conforming to 203-5.3.

203-5.4.2.2 Emulsified Asphalt. – *Modify the first paragraph and replace with the following:*
Emulsified asphalt shall be quick-set, and contain latex. Quick-set emulsified asphalt shall be CQS-1h conforming to 203-3.

203-6 ASPHALT CONCRETE.

203-6.1 General. - *Add the following paragraph:*
Unless otherwise approved by the Engineer, asphalt concrete for paving shall be C2-PG 64-10 (1/2”) for finish paving or B-PG 64-10 (3/4”) for base paving. Asphalt concrete for Type D1 or Type D2 curb shall be D2 –PG 70-10.

SECTION 206 - MISCELLANEOUS METAL ITEMS

206-7 TRAFFIC SIGNS.

206-7.1 General. The Contractor shall furnish or relocate and erect all traffic signage as required and specified.

All new traffic signage shall be a minimum of the encapsulated lens (high intensity) type, have an anti-graffiti protective covering and be installed on new posts. All traffic signage to be relocated shall be installed on new posts.

206-7.2 Protective Covering. Anti-graffiti protective covering shall be Type 1150-POF, manufactured by 3M Company, or approved equal.

206-7.3 Post and Base. New posts and bases shall be Ultimate Sign Support System as manufactured by Western Highway, or approved equal.

SECTION 207 – GRAVITY PIPE

207-2 REINFORCED CONCRETE PIPE (RCP).

207-2.1 General. - *Add the following sentences to paragraph 2:*
The minimum D-load for any RCP shall be 1,350. The minimum size for RCP shall be 18 inches (457 mm) unless otherwise approved by the Engineer.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.4 General. The Contractor shall be responsible for all quality control for all work. The Contractor shall complete all necessary testing to ensure the quality requirements within the specifications are achieved. The Contractor shall conduct the compaction testing by a geotechnical engineering firm and the results of the testing shall be made available to the Engineer.

The City will complete assurance testing throughout the project by an independent testing firm. The City will perform the first compaction test required at any location. If such test does not meet the required specifications, the City will make additional tests until the required compaction is obtained and withhold from the final payment due the Contractor, the cost of all such additional tests. To be acceptable, tests must be ordered and witnessed by the City. Tests will be ordered by the City and performed at a location and depth as directed by the City. The Contractor shall assist the City in performing these tests as necessary. The Contractor shall provide to the City the maximum dry density and the optimum moisture content results of backfill and bedding material when requested by the City.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-4 PAINT FOR STRIPING AND MARKINGS.
214-4.1 General. - *Amend the first sentence in paragraph 4 as follows:*
"Glass beads conforming to 214-3 shall be mechanically applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. - *Amend as follows:*

Amend paragraph 3 as follows:
"The natural ground surface shall be cleared of all vegetable growth, such as trees, logs, upturned stumps, roots of downed trees, brush, grass, weeds, shrubs, ground cover, tree stumps, decorative landscape rocks, edging, railroad ties, other decorative landscape treatments, boulders, rock, portland cement concrete, and all other objectionable materials, within the limits of construction."

Add the following paragraphs:
Grubbing and removal of organic debris shall include the repair and/or replacement of all parkway irrigation piping and systems necessary to perform work on this Contract and capping pipelines until such time that permanent repairs and/or replacements have been made.

All debris removed from the project site under this item shall be disposed of at an approved dump site. All transportation costs and dump fees shall be borne by the Contractor.

Clearing and Grubbing shall include, but is not limited to, the following:

1. Removal of existing AC berms.

2. Removal of all curb and gutter, cross gutters, and spandrels shall be replaced within three (3) calendar days. The Asphalt Concrete patch for areas with curbs and gutters removed and replaced shall be placed within two (2) working days after the curb and gutter, cross gutters, and spandrels are replaced. Removal of all sidewalks shall be replaced within three (3) calendar days.

3. Saw cut and removal of poles, posts, PCC pavements, curb, gutter, and sidewalk. Holes resulting from removal of existing poles and posts from existing PCC, AC pavements and curbs and gutters, shall be filled or patched with like materials. Self-propelled drop hammers will not be allowed for removals.

4. Removal of all raised pavement markers not conforming to the approved plan or conflicting with the proposed striping as shown on the plans in accordance with Subsection 312-3, Removal, of the Standard Specifications.

5. Removal and disposal of boulders, rock or PCC.

6. All trees and shrubs less than 3m (9 ft) directly above the entire sidewalk surface shall be trimmed and removed by the contractor to allow a clear path of travel for pedestrians.

7. Irrigation system relocation:

   Any irrigation systems in conflict with the proposed improvements that are removed, damaged, disturbed, or broken shall be modified, repaired, and/or replaced to be operable and provide full irrigation coverage to the areas requiring irrigation using new materials, equal or better than the original materials, with 20 mm (3/4 in) Schedule 40 PVC being the minimum acceptable for underground lines and 13 mm (1/2 in) Schedule 80 being minimum acceptable for risers and with the systems not being out of operation for more than two (2) days. No payment for work associated with the irrigation repair will be released, until all irrigation is complete, operable and accepted by the City.

   All trees, shrubbery and lawns deprived of normal irrigation watering due to a disruption of service caused by the Contractor's operations shall be regularly and thoroughly irrigated by the Contractor so that said plantings will not be damaged. If any trees, shrubbery or lawns die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations the Contractor shall replace same with the same plant species and size. Existing grass lawns within areas that must be excavated and/or re-graded shall be cut into approximate 305 mm (1 ft) squares, removed, protected, cared for and replaced as soon as possible. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.

8. Existing inlets, slotted drains, drainage pipes, concrete gutters, drainage pipes, where any portion of such structure is within 1m of the grading plane in the excavation areas, or within 300 mm (1 ft) of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of accordingly.

9. Removal and disposal of existing drainage inlet structure and PCC or AC apron.

10. The Contractor shall dispose all materials not being salvaged outside of the right-of-way and shall pay for all costs for disposal.

11. Removal and disposal of any abandoned utilities that may interfere with the improvements.

12. Self-propelled drop hammers will not be allowed for removals.

300-1.3.1 General. - *Add the following paragraphs:*
The Contractor shall dispose portland cement concrete, stone rubble, and brick at an approved dump site.

All reprocessed asphaltic cement concrete may be placed as the lower course of crushed aggregate base material. If the Contractor chooses not to reprocess the material, disposal at an approved

dump site shall be required. All costs for disposal shall be borne by the Contractor. If the Contractor chooses to reprocess material, it shall be protected and remain contaminate-free, otherwise disposal at an approved dump site will be required with all costs borne by the Contractor.

All reprocessed asphaltic cement concrete to be used as crushed aggregate base shall be ground to conform to Section 200-2.2.

300-1.3.2 (a) Bituminous Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cutting of edges to be joined shall be with a power-driven saw. The groove shall be cut to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"Where bituminous pavement is to be removed, a cold mill header cut of maximum 6 feet (1.8 m) in width perpendicular to the join line shall be made, and a minimum laying depth of 1 inch (25mm) of new pavement material shall be provided at the join line."

Amend the fourth sentence as follows:
"The edges of existing concrete pavement adjacent to the trench shall be saw cut to neat straight lines for the purpose of removing the damaged pavement areas."

Add the following sentence:
Work under this item shall include asphalt concrete berms.

300-1.3.2 (b) Concrete Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cuts shall be made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"If a saw cut in concrete pavement falls within 5 feet (1.5 m) of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge."

300-1.3.2 (c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways and Alley Intersections. - *Amend the following:*
Amend the first sentence as follows:
"Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"No section to be replaced shall be smaller than 36 inches (1 m) in either length or width."

Amend the fourth sentence as follows:
"If the saw cut in sidewalk or driveway would fall within 36 inches (914 mm) of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where

the saw cut would fall within 12 inches (300mm) of a score mark, the saw cut shall be made in and along the score mark."

Amend the fifth sentence as follows:
"curb and gutter shall be sawed to a depth of 4 inches (102 mm) on a neat line at right angles to the curb face."

300-1.3.2 (d) Striping and Markings. All existing striping, markings and raised pavement markers shown to be removed or necessary to be removed from paving areas. This item includes removal in compliance with applicable laws and cleanup of residue from the operation.

All striping, markings and raised pavement markers removed beyond the limits shown on the plans for and/or at the convenience of the Contractor shall be replaced at the Contractor's expense.
300-1.3.2 (e) Structures. All existing concrete structures (reinforced or non-reinforced) as shown on the plans to be removed or abandoned, including but not limited to, undersidewalk drains, manholes, headwalls, bulkheads, drop inlet structures, energy dissipaters, catch basins, vaults and pipelines. Abandonment shall include all cuts and concrete plugs necessary to seal ends or openings of abandoned pipes or structures.

300-1.3.2 (f) Rock Curbs. All rock from rock curb removals, as shown on the plans or required for construction of the project, shall be transported, delivered and unloaded at a storage site as directed by the Engineer.

300-1.3.2 (g) Miscellaneous Removals. All other removals of facilities, as shown on the plans but not covered under separate bid items, and any underground facilities found during the work and not shown on the plans shall be performed. The City has endeavored to show all known underground facilities but is not responsible for unknown or abandoned facilities. Unknown underground facilities shall be paid as extra work.

300-1.3.2 (h) Miscellaneous Relocations. All relocation work as shown on the plans or required for construction of the project, but not covered under separate bid items, shall be included as a part of Subsection 300-1 Clearing and Grubbing. All relocation work performed as a part of clearing and grubbing work shall conform to the requirements and specifications of the agency or utility having jurisdiction over the item to be relocated.

300-1.4 Payment. - *Add the following sentence to paragraph 1:*
Payment for work on this item shall be made as a percentage of the work completed at each monthly payment.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2.2 Wet Material. - *Amend the second sentence of the paragraph:*
"If such high moisture content is not the result of any action on the part of the Contractor, or inaction in protecting the work during the course of the contract, the work involved will be paid for in the following manner: Over-excavation and disposal work shall be considered "extra work,"

with backfill and compaction of crushed aggregate base paid under the appropriate bid item in these specifications."

300-12 MISCELLAENOUS GRADING. The parkway, whether landscaping exists or not, shall be graded and compacted to achieve drainage towards the street at a slope of 2%. Grading shall be coordinated such that it is the last item of work to be completed, prior to site clean-up. Loose material and dirt shall be raked, compacted and distributed throughout the parkway area. Areas adjacent to installed improvements must be graded to a level within one inch from the finished surface. Extra dirt/fill shall be removed from the project in accordance with Specifications.

The Contractor, at his expense shall photo-document pre-construction conditions prior to starting excavating. After construction is completed, the Contractor shall photo-document the finished grade. The Contractor shall provide the City with said photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc). The Contractor shall keep a copy of the photos (either electronically or hard copy) and provide the City with electronic copies of the photos.

SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.3 Relative Compaction. - *Amend the second sentence of paragraph 1 as follows:*
"When base material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches (150mm) of such subgrade material shall be compacted to a relative compaction of 95 percent."

301-2.1 General. – *Add the following paragraphs:*
The contractor shall use 'crushed aggregate base' or 'crushed miscellaneous base, fine graded' as the base material. The use of 'processed miscellaneous base,' 'select subbase,' or 'disintegrated granite' shall not be used as base material.

The contractor may use 'pulverized miscellaneous base' (grindings) as part of the crushed base material. Said grindings shall be uncontaminated and placed in an even thickness as the lower course of crushed base material. Spreading and compacting shall comply with Sections 301-2.2 and 301-2.3.

301-2.3 Compacting. – *Amend the second sentence of paragraph 3 as follows:*
"Compaction in the excepted areas shall be as specified in 211-1 with each layer of compacted base material having a minimum relative compaction of 95 percent."

301-2.4 Measurement and Payment. – *Add the following paragraph:*
Payment shall be made for cold-planing, storing, placing, and compacting reprocessed asphalt concrete pavement (grindings) as part of the crushed aggregate base (CAB) material. The volume of grindings placed shall be figured and a tonnage figure computed using 9.35 kg/m^3 (150 pounds

per cubic foot). This tonnage figure shall be paid as part of the crushed aggregate base tonnage for this project.

301-7 FULL DEPTH RECLAMATION WITH MECHANICAL STABILIZATION (FDR-25)

301-7.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 25 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

301-7.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of roots, weeds, wood, and construction debris. All grass and other vegetation shall be removed from the edge of the exiting pavement or lip of gutter pan to prevent contamination of the pulverized bituminous material during the milling operation.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-7.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   - 4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   - 4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final subgrade surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized asphalt material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-7.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture prior to shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

301-7.5 Finishing. The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

301-8 FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION (FDR-200)

301-8.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 200 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present, and adding cement. Micro-cracking of the completed cement stabilized surface is required before HMA is to be placed directly on top of the cement treated surface, regardless of the AC thickness. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

The cement content must be 2% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 6” FDR section. The cement content must be 3% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 9” FDR section. The cement content must be 4% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 12” FDR section. Cement must be Type II or Type V Portland cement specified in ASTM C 150/150M.

301-8.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of grass and vegetation, and construction debris to prevent contamination of the pulverized materials. Mixing shall continue until, and at the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials are achieved.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications. Excess pulverized material shall consist of non-treated well mixed pulverized AC pavement and subgrade.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-8.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   - 4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   - 4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final pavement surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all the pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-8.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture before shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

Recycling shall be performed to the depth provided in the plans, while incorporating stabilizing agents, mineral filler, additional aggregate and water. Mixing shall continue until, and the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials is achieved. Pre-cutting, grading and light compacting of the recycled material shall be performed prior to incorporation of the stabilizing. Spread cement uniformly over the full roadway surface width. Do not spread cement more than 30 minutes before mixing. Do not apply dry cement in windy conditions that will result in dust outside the FDR with cement area. The application rate must be the mix design rate or the ordered application rate in lb/sq yd ± 0.5 percent. The application rate of all stabilizing agents shall be continuously monitored. If the measured application rate falls outside the above tolerance, then the recycling operations shall be stopped and corrected before proceeding. Do not spread cement and aggregate before pulverizing.

Water must be injected through the pulverizing machine. The injection rate of mixing water must be sufficient to produce the FDR with cement material mixing moisture content. The water content of the stabilized material shall be monitored closely to ensure proper compaction. Mark where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark. Before compacting, remove solids larger than 3 inches in any dimension by hand.

Immediately after pulverizing and mixing, compact FDR with cement to the minimum relative compaction. Do not allow more than 2 hours between final mixing of the pulverized material with cement and completion of initial compaction before trimming. During grading and final compaction add water to maintain the mixing moisture content as described in the mix design. Do not allow more than 2 hours to elapse from the time water is added to the aggregate and cement to completion of final compaction after trimming.

Longitudinal joints between adjacent stabilization passes shall be overlapped at least 4 inches. Transverse joints between the recycling process shall be saw-cut, if necessary, to provide a vertical clean face to ensure proper compaction. Compaction of cementitious stabilizer begins within 20 minutes after mixing and achieving gradation and moisture requirements.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent FDR with cement.

301-8.5 Finishing. Once the entire working width (full lane width plus effected shoulder width) has been stabilized, and only after primary compaction has been completed, the entire working width shall be graded to the required profile and cross-slope. Disturbance to the stabilized and primary compacted material shall be kept to a minimum during this grading and shaping operation.

The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Immediately after compaction, apply water and roll with no vibration. The finished surface must be free of ruts, bump, indentations, segregation, raveling, and any loose material.

The completed cement treated subgrade shall be moist cured continuously until it is in a firm and unyielding condition. The cement treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer. Moisture curing shall be the only method of curing prior to micro-cracking.

Micro-cracking shall be performed with several vibratory roller passes 48 to 72 hours after finish grading to prevent severe, wide cracks from forming thus reduces the potential for reflective cracking through the HMA layer. Micro-cracking shall be performed before the application of asphaltic emulsion curing seal. After micro-cracking is complete additional moisture curing may be used. Any additional water required to achieve maximum density shall be applied by spraying the surface of the stabilized material with light applications. Care shall be taken so as not to over-apply additional water to any areas of the stabilized material.

While open to traffic and before placing HMA, maintain the FDR with cement surface free of ruts, bumps, indentations, raveling, and segregation. If FDR with cement material is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

Asphaltic emulsion curing seal must be applied on the completed cement treated base immediately before placing HMA. Asphaltic emulsion curing seal must comply with Caltrans Standard Section 94, Grade SS1 or CSS1. Dilute and thoroughly mix asphaltic emulsion for curing seal at a ratio of 1 part water to 1 part asphaltic emulsion. The water must no cause premature separation of the emulsion. Uniformly apply the diluted curing seal at a rate of 0.1 gal/yd2 of cement treated base surface.

SECTION 302 - ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING.

302-4.3.1 General. – *Add the following paragraphs:*
All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or granular Aluminum Sulfate.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weigh master's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall provide a drive upon scale at the project site or an alternate site approved by the City. The drive on scale shall show the net weight of the aggregate bin on each slurry machine before the machine and product will be approved for applying slurry on the project.

All slurry machines are to carry, at all times, a calibrated emulsion measuring stick. The emulsion measuring stick is to be calibrated in 10-gallon increments to the slurry machine it is used on. Emulsion measuring sticks from other slurry machines will not be allowed to measure the gallons of emulsions on the slurry machines they were not calibrated to. The emulsion measuring stick is to have the slurry machine number or identification permanently marked on the stick. The gallons of emulsion are to be measured with a calibrated emulsion measuring stick and recorded before leaving and after returning to materials site. Use of a slurry machine will not be allowed if it does not have a calibrated emulsion measuring stick.

The Contractor shall furnish prior commencing work, a calibrated stick in 10-gallon increments to measure the oil in the trailer storage tanks in gallons. The measuring stick shall be calibrated to the trailer storage tank it is used on. The inspector shall check the oil in each load "in and out" and in the storage tanks at the beginning and end of each day to determine the amount of emulsion used for that day. Emulsion is not to be transferred from delivery tank to on-site storage tank before the City performs the sieve analysis on the emulsion. Aggregate used in the slurry shall not exceed a moisture content of four percent (4%) by weight of dry aggregate.

Contractor may not schedule more than 150 tons of slurry to be placed per day. Slurry may not be applied at more than 150 feet per minute.

The Contractor shall provide a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system. The Contractor shall roll the required streets the same day they are slurried. The Contractor will be responsible for proper scheduling of the work such that the rolling can be properly done within the given time constraint. Failure to comply shall result in a $250.00/calendar day liquidated damage being assessed per incident. The cost of furnishing the roller and operator shall be included in the price paid for slurry seal.

The Contractor is hereby advised that City streets, parking lots, or other City-approved property will not be allowed as a site for stockpiling and batching. Arrangements for an acceptable site shall be the sole responsibility of the Contractor.

The Contractor shall sweep any raveled material on the street one (1) week after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall

be adjusted to the field conditions of the raveling. If raveling continues within two (2) weeks of the initial placement, the street shall be swept and reslurried with a Type I mixtures (Local Streets) or a Type II (Arterial/Collector Streets) at no cost to the City. Raveling can be identified by the presence of "black pebbles" in the gutter.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least fourteen (14) calendar days prior to slurrying. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to slurrying. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for slurry seal.

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal. Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches. Use a material, such as building paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the material after use. Use hand tools to remove spillage.

Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore. The Contractor shall supply the City with licensed weighmaster's certificates of weight for all delivered aggregates to the job during the course of each day. Aggregate shall be delivered to the project only in the presence of a City representative. The Contractor shall also present weighmaster certificates for the amount of such aggregate remaining at the completion of the project at no cost to the City. Payment shall be determined by the amount that is physically placed, which cannot exceed the amount that is delivered to the job site with the certified weighmaster tickets. There shall be not outside work done utilizing materials from the tanks or stockpiles stored for the City's Contract.

Prior to storing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

The Contactor shall protect the wet slurry from traffic at all times and if damaged or defaced, the Contractor shall repair said damage at no additional cost to the City.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

302-4.8 Spreading and Application. - *Add the following paragraphs:*
Prior to applying slurry seal, the Contractor shall clean, to the satisfaction of the Engineer, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind or sandblast completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is necessary to provide a good bonding surface for the slurry seal, as well as eliminate "ghosting" of the old striping and markings as the new slurry wears off over time.

It is anticipated that nuisance water, such as storm water runoff and irrigation water, will run in and across the right-of-way at various time throughout the period of construction. It shall be the responsibility of the Contractor, at their own expense, to provide for and protect the work from such water. In addition, the Contactor's responsibility shall include handling nuisance waters such that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of work.
Slurry shall not be applied when the atmospheric temperature is less than 65°F (18°C).

The application of slurry shall not commence until after 8:00 a.m., and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried shall be closed from the time the application begins until the mixture as achieved sufficient set to be opened to traffic.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the reseal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

Each slurry crew shall be composed, at a minimum, of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, two squeegee men, and sufficient laborers for any handiwork and cleanup.

Surface oil and grease shall be removed or sealed with shellac or an equivalent material approved by the City before the application of the slurry seal. Full compensation for surface oil and grease removal shall be considered as included in the unit cost for slurry seal.

The Contractor shall roll all cul-de-sacs (the last 250' minimum), the last 250' of dead-end streets and knuckle curves. Full compensation for rolling the slurry shall be considered as include in the unit cost for slurry seal.

During slurry seal operations, it shall be the Contractor's responsibility to place protective covering over, or to otherwise avoid slurry seal coating of manholes, utility covers, pavement markers (reflective and non-reflective), concrete gutters, concrete cross gutters, and drainage

facilities, survey monuments and remove said covering and/for slurry seal coating after slurry sealing has been completed.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

302-4.8.1 Crack Sealing and Filling. Crack sealing shall be performed prior to the Slurry Seal application. Pavement cracks 1/4" wide and larger shall be sealed. Pavement cracks 1/8" to 1" wide shall be cleared of all loose particles of dust, dirt and laitance with oil-free compressed air immediately preceding the sealing operation. Cracks shall be routed out as necessary to provide a reservoir for the sealer that will have a depth of l" to 1 1/2".

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. - *Add the following paragraphs:*
Asphalt concrete pavement structural sections equal to or greater than 3 inches (76 mm) in thickness shall be installed in two lifts. Base course aggregate material size shall be ¾ inch (19 mm) and cap course aggregate material size shall be ½ inch (13 mm). All pavement shall be placed over 4 inches of crushed aggregate base, unless compacted to 95% relative compaction.

All valves within project limits in the public right-of-way shall be raised to finish grade as a part of this work. The Contractor shall furnish and install new can or slip can materials as necessary. If new water valve lids are necessary, they shall be supplied by the Municipal Utilities and

Engineering Department. All valve can lids within the project limits in the public right-of-way shall be painted the appropriate color for the utility they represent (ie. Water - Blue, Gas - Yellow, Fire – Red, etc.).

302-5.2 Timeline of Paving Operations.
All paving operations shall follow the timeline and requirements shown below unless otherwise approved by the City:

PAVING TIMELINE				
DESCRIPTION OF WORK	**TIME PERIOD**			
	WEEK 1 (DAY 1-7)	**WEEK 2 (DAY 8-14)**	**WEEK 3 (DAY 15-21)**	**WEEK 4 (DAY 22-28)**
PAVING (START TO FINISH) (1)				
CURE PERIOD (2)				
MANHOLE ADJUST TO GRADE (3)				
STRIPING & PAVEMENT MARKINGS (4)				
TRAFFIC LOOPS (5)				
NO PARKING SIGNS ALLOWED (6)				

Note: All time periods shown above are the maximum amount of allowable time for each activity. This timeline does not apply to the installation or repair of curb and gutter, ac dikes, sidewalks, cross gutters, curb ramps, driveway approaches or truncated domes.

(1) In no case shall any street segment remain unpaved longer than three calendar days if no other work activity is being performed on that street segment. Any deviation from the timeline shall result in a penalty assessment of $1,000 per calendar day.
(2) No work except cat tracking of proposed striping is allowed during this period; therefore "No Parking Signs" shall not be installed during this activity.
(3) Once each manhole is exposed, all associated work to adjust it to grade must be completed within 48 hours. This shall include all adjustments of manholes, vaults, valve cans, etc. as required by the Contract.
(4) All cat tracking and approval of proposed striping shall occur during the cure period.
(5) Traffic loops must be installed after the approval of striping layout and prior to the installation of thermoplastic striping and pavement markings.
(6) "No Parking Signs" shall be installed per Section 7-19 of these specifications.

302-5.4 Tack Coat. – *Delete and replace with the following:*
If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of High Performance Seal (HPS) No-Track Tack at an approximate rate of

0.05 gallon per square yard shall be uniformly applied upon the existing pavement preceding the placement of asphalt concrete. The surface shall be free of water, foreign material, or dust when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Engineer.

302-5.5 Distribution and Spreading. – *Add the following:*
Unless otherwise permitted by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widening, turnouts, left-turn pockets, and other such areas, shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes are changed, the top layer for the through lanes shall be paved first. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed or unless directed by the Engineer.

All screed extensions for paving machines shall be provided with a tamper, roller, or other suitable compacting devices.
Asphalt pavers shall be equipped with automatic screed controls and a sensing device or devices. Automatic grade and slope control shall be used for overlays.

All joints shall be sealed after rolling.

When placing asphalt concrete to the lines and grades noted in the plans or as approved by the Engineer, the automatic screed controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor shall use a ski device, the minimum length of the ski device shall be 30 ft. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor. The Contractor may use a laser to control the screed.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 ft long. The end of the screed farthest from center line shall be controlled by an automatic transverse slope device set to reproduce the cross slope approved by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 ft. tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting the next day's work.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Subsection 302-5.6.2 - Density and Smoothness, of the Standard Specifications, the paving operation shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. A drop-off of more than 0.15 ft will not be allowed at anytime between adjacent lanes open to public traffic.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 ft. nor less than 5 ft. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

302-5.6.1 General. - *Add the following paragraph:*
All asphalt concrete pavement abutting portland cement concrete gutters shall match and be flush with the gutter lip when finish rolling is complete.

302-5.6.2 – Density and Smoothness. *– Delete and replace with the following:*
The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The finished surface shall meet the following smoothness criteria:

- When a 12 foot long straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade,
- When a 12 foot long straightedge is laid on the finished surface perpendicular to the centerline of the roadway and extends from edge to edge of a traffic lane, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade.

If the top layer of pavement does not comply with the smoothness specifications shown, remove and replace the entire section or complete a grind and overlay of 1.5 inches or 3 times the aggregate size, whichever is greater. Grind and overlay will be considered as a repair method only when the thickness of the asphalt pavement section is greater than 1.5 inches following the required grinding. Corrected section shall be rectangular to the nearest pavement edge or lane line and to a crosswalk, concrete spandrel or other limits approved by the City. Do not begin corrective actions until the method and limit of correction is authorized by the City. If the tolerances cannot be achieved by the methods described above, the contractor must re-pave the street section, in kind, at their own expenses.

The compaction after rolling shall be a minimum of 91 percent and a maximum of 97 percent of the density obtained on samples compacted with the California Kneading Compactor per California Test 304. Cores will be taken randomly by the City for laboratory testing per California Test 308, Method A at a frequency of three per lot. A lot shall consist of a maximum of 3,000 square yards of asphalt concrete and will be identified in the field by the City. The cores will be averaged to determine the percent of maximum theoretical density, as determined by ASTM D-2041, per lot to the nearest tenth of a percent.

Reduced payment factors for percent of maximum theoretical density will be per the following table, and will be applied to the entire lot sampled.

Reduced Payment Factors for Percent of Maximum Theoretical Density

Asphalt Concrete percent of maximum theoretical density	Reduced payment factor	Asphalt Concrete percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and replace	> 99.0	Remove and replace

In addition to the reduced payment factors below, all costs associated with the testing of the lot which resulted in values outside of the 91-97 percent range, will be withheld from the final payment due to the Contractor.

Following completion of the testing by the City, the core locations within the asphalt pavement shall be repaired by the Contractor.

302-5.6.3 Tracking. All areas receiving asphalt pavement shall be protected from tracking onto adjacent areas. Do not allow traffic on new asphalt pavement until its mid-depth temperature is below 140º Fahrenheit to minimize the tracking.

A rock dust blotter coat per Section 302-9.7 or a sand coat at a rate of 1-2 pounds per square yard shall be applied to the compacted surface for all areas where tracking is a concern. The application of tracking prevention measures shall be determined by the Contractor.

A haul route for all paving operations shall be reviewed and approved by the City prior to the start of any construction activity. No deviations from the approved haul route shall occur unless approved in writing from the City.

All tracking onto adjacent streets, striping or pavement markings shall be the responsibility of the Contractor. All striping and pavement markings shall be removed and replaced in kind by sandblasting. All tracking onto roadway surfaces may require the use of a street sweeper to the satisfaction of the City.

302-5.7 Joints. – *Add the following:*
Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected. Longitudinal and transverse joints shall be tested with a 12' straightedge and shall be cut back as required to conform to the provisions in Subsection 302-5.6.2 Density and Smoothness for surface smoothness. Connections to existing surfacing shall be feathered to conform to the provisions for smoothness.

Longitudinal joints in the top layer shall correspond with the edges of proposed lane striping. Longitudinal joints in all other layers shall be offset not less than 0.5' alternately each side of the edges of traffic lanes.

All feathered joints shall be sealed after rolling.

302-5.9 Measurement and Payment. – *Add the following:*
Reduced payment factors per 302-5.6.2 will be applied to the Contract Unit Price for lots with a Maximum Theoretical Density less than 91.0 and greater than 97.0 percent.

302-5.10 Hot Asphalt Leveling Course. Areas to receive the Hot Asphalt Concrete Leveling Course shall be determined and defined by the project manager and inspector, and identified to the Contractor in the field. Mix for hot Asphalt Concrete Leveling Course shall be 1/2 inch aggregate, C2, as defined in Section 203-6.4.3.

Areas to receive hot asphalt concrete leveling course shall be areas located near or adjacent to existing curbs and/or gutters that are potholed, or have the lip of gutter higher than the adjacent roadway. Potholes, large cracks, or ruts shall be filled to the surrounding grade elevation and compacted. Hot Asphalt Concrete Leveling Course shall be completed prior to the placement of Type II Slurry Seal, ARAM or resurfacing.

Prior to placement of asphalt concrete, the surface shall be cleaned and all debris and deleterious materials shall be removed. A tack coat meeting the material and application requirements of Section 302-5.4 Tack Coat, shall be applied prior to placement of hot mix asphalt concrete.

302-5.11 Asphalt Pavement Crack Sealing and Filling. Crack sealing shall only be performed as a repair method for conventional hot mix asphalt pavement (HMA) and not installed at project locations which will have asphalt rubber hot mix (ARHM) used as the overlay material. Crack sealing shall be performed after milling of existing asphalt surface and prior to any leveling course, if necessary.

Right after milling of existing asphalt and before crack sealing or filling, Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least seven (7) calendar days prior to paving. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to paving. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for paving.

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1” wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.1 General. - *Delete the first sentence of paragraph 1 and replace with the following:*
"Concrete bridges, culverts, catch basins, retaining walls, abutments, piers, footings, foundations, drainage inlets, head walls, end walls, wing walls, junction structures, transition structures, manholes, and other similar types of portland cement concrete structures shall be constructed to the lines and grades in conformity with the Plans and Specifications.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General. - *Replace the last paragraph with the following:*
No PCC shall be ordered and/or placed until the forms and subgrade have been inspected and approved by the Engineer in the field.

All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the PCC.

The Contractor shall barricade and protect placed PCC from all damage, marks, mars, and/or graffiti. Any PCC damaged, defaced, discolored, or defective shall be replaced at the Contractor's expense.

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps. The Contractor is to construct all access ramps in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. If the ramps constructed by the Contractor are found to be in non-compliance with ADA Standards, the Contractor will be required to remove and replace the ramps to ADA Standards at the Contractor's expense.

303-5.1.2 Drainage Outlets Through Curb. - *Add the following paragraph*:
Coring shall be required for all drains through existing curbs.

303-5.1.3 Driveway Entrances. – *Replace the last paragraph with the following:*
Driveway approaches where required, shall be 150 mm (6") thick for single-family residential area, and 200 mm (8") thick for commercial driveway approaches.

303-5.1.4 Walk. The back of sidewalk shall be 2 inches from the street Right-of-Way line unless otherwise specified by the Engineer.

Included in the price of sidewalk construction are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished sidewalk surface, as a result of grade differentials from existing ground surface to proposed sidewalk surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

303-5.1.5 Access Ramps. Construction of curb ramps shall conform to the Type and Case appropriate for the condition, as specified on the plans and as shown within the 2012 Standard Plans for Public Works Construction, Plan 111-5. The Contractor shall be responsible to layout the proposed access ramp to comply with the maximum slope indicated on the plans or Standard Plan 111-5. The maximum slope for the ramp shall not be exceeded unless otherwise approved in writing by the Engineer. The Contractor shall remove and replace access ramps deemed non-compliant with the plans or Standard Plan 111-5.

For proposed locations adjacent to a cross gutter spandrel, sawcuts along the radius of the curb will not be allowed. The spandrel shall be replaced from expansion joint to expansion joint to the extents of the curb removal. For proposed locations adjacent to curb and gutter, sawcuts along the flowline of the curb will not be allowed. The entire curb and gutter shall be replaced from expansion joint to expansion joint as required. Sawcuts at locations other than the expansion joint will not be allowed unless approved by the Engineer. Curb cuts of the existing curb will not be permitted for installation of proposed ramp. Any deviation from these requirements will result in rejection of all work at this location and shall not be included in progress payment requests until corrected, per direction from the Engineer.

The Contractor shall verify the extents of sawcut and removal for each access ramp taking into account the maximum slope and transition area required. It shall be the Contractor's responsibility to identify required removal limits, set concrete forms and verify maximum slopes are not exceeded. The Engineer shall be present to verify the concrete forms prior to the placement of the concrete at each location, however this does not alleviate the responsibility of the accuracy of forms or slopes of the access ramp from the Contractor.

Included in the price of access ramps are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished ramp surface, as a result of grade differentials from existing ground surface to proposed ramp surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

Access Ramps shall have truncated domes installed in accordance with standard plans and specifications. Truncated domes on new access ramps shall be Armor-Tile, Cast in Place System, or approved equal. Truncated domes installed on existing surfaces shall be Safety Sted TD, or approved equal. Truncated dome panels shall be 36"x48", inline configuration, with a spacing of 2.35" on center, and Federal Yellow in color.

The access ramp work shall include all related adjustments of pull boxes, pull box covers, signs, and protection of any underground utilities within the work area. The removal and replacement of up to 5 linear feet of sidewalk on each side of the access ramp shall be included within the cost of the access ramp. The removal and replacement of the sidewalk will allow for transition from the top of ramp to adjacent sidewalk and will be utilized as necessary.

303-5.4.3 Weakened Plane Joints, (a) General. - *Add the following paragraph:*
All weakened plane joints shall be spaced at a maximum of 3.05 m (10') feet for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

303-5.5.2 Curb. - *Replace the first paragraph with the following:*
PCC for curb and gutter shall be placed within three working days from removal of the existing PCC curb and gutter. The curb and gutter surface shall not vary more than 3 mm (0.01') from a 3 m (10') straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than 3 m (10') in length, and operated longitudinally over the surface of the concrete. Form clamps shall be constructed so as not to interfere with the operation of the float. The form on the front of the curbs shall not be removed less than one (1) hour, nor more than six (6) hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and face of the finished curb shall be true and straight, and top surface of curbs shall be of uniform width, free from humps, sags, blemishes, or other irregularities.

303-5.5.3 Walk. - *Add the following paragraphs:*
The sidewalk surface shall not vary more than 5 mm (0.02') from the 3m (10') straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of 100 mm (4") thick, except at driveways where the sidewalks shall be a minimum of 150 mm (6") thick for single family residential areas and 200 mm (8") thick for all other areas.

303-5.6 Curing. - *Add the following paragraph:*
Curing compound shall be translucent with red fugitive dye, Type 1, in accordance with Section 201-4 Concrete Curing Compound, of the Standard Specifications.

303-5.7 Repairs and Replacements. - *Add the following paragraphs:*
In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after 1:00 p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored, or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching, or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or control joint to score mark or control joint, and full width of the sidewalk. All replacement areas shall be saw cut.

303-5.8 Backfilling and Cleanup. - *Add the following paragraph:*
A minimum of 300mm (12”) wide full depth asphalt concrete pavement repair patch and an 450mm (18”) wide 1-1/2” deep grind outside of the trench width is required when cross gutter,

spandrel, driveways, curb and gutter is placed adjacent to existing asphalt concrete pavement. The asphalt concrete pavement repair patch shall be placed within two (2) working days after the cross gutters, spandrels, driveways, curb and gutter are replaced. The asphalt concrete pavement shall be sawcut. All work shall be in accordance with the General Permit Conditions and Trench Specifications, latest edition.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE.

304-3.4 Measurement and Payment. - *Delete paragraph 1 and replace with:*
Chain link fence will be measured along the horizontal projection line of the completed fence, deducting the widths of gates and openings.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL. - *Add the following paragraphs:*
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during all striping operations. Refer to Section 7-8.6.

Each storm drain catch basin or storm drain inlet box shall be marked "NO DUMPING - FLOWS TO CREEK." Two coats of paint are required. Stencil shall match City's stencil. Paint and painting shall comply with the specifications.

All street resurfacing work shall include installing fire hydrant pavement markers at all fire hydrant location, whether the pavement markers were existing or not. The pavement markers shall be Type I – Two-Way Blue Retroreflective per Section 214-6 of the Specifications and installed per City's detail drawing No. 102-0. All work associated with the installation of all new, or replacement of existing, fire hydrant pavement markers shall be included as noted within the specifications.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.1 General. – *Add the following paragraphs:*
During construction, if traffic legends or lane striping are removed or paved-over for any reason, they shall be replaced immediately with temporary traffic legends or lane striping as directed by the City, and the Contractor shall place permanent traffic legends or lane striping at the end of the job or on completion of final paving. When permanent items are placed, they shall be complete markings, legends, or striping i.e.: if limit lines are disturbed, they shall be replaced to centerline or from curb to curb, whichever was existing; if a letter in a word is removed or covered, the entire word shall be replaced; and lane striping shall extend 75 feet beyond construction limits. All replacement markings, legends, or striping required to be replaced beyond the contract limits shown shall be at the cost of the Contractor and shall meet City standards. If existing striping or

legends are to be removed on existing surfaces, they shall be sandblasted. Painting over striping or legends in lieu of removal will not be permitted. Pavement striping shall comply with the applicable provisions of Sections 214 and 314 of the Standard Specifications.

Where side streets with existing striping, markings and markers are encountered, striping, markings and markers shall be repainted and replaced for a minimum distance of 15 m (50 feet) from the crosswalk, stop bar or limit line.

314-4.2 Control of Alignment and Layout.

314-4.2.1 General. - Delete and replace with t*he following:*
The Contractor will be responsible for all layout of all striping. All striping, markings and markers shall be reinstalled in their existing locations unless otherwise shown on the plans. The Contractor shall be responsible to take appropriate measures and record the existing locations.

The Contractor shall verify all dimensions in the field prior to installation of pavement striping/marking layout (Cat-Track). Should field measurements differ from the plan, the Contractor shall immediately notify City staff. No Cat-Track marks shall be placed until discrepancies are resolved.

Cat-Track must be approved by City staff prior to the installation of permanent pavement striping/marking. Contractor shall notify City staff a minimum of 24 hours prior to installation of permanent pavement striping/marking to allow for inspection and approval. If approval of Cat-Track is not obtained by the Contractor, all work required to correct the striping/marking will be at the expense of the Contractor

Cat-Track marks shall be made in chalk. Paint for the purpose of Cat-Track is prohibited. If paint is used, the Contractor must remove the paint without damaging or visually deforming the pavement surface. If damage or visual deformity within the removal area occurs, in the opinion of City staff, the Contractor shall grind and overlay the entire segment with no additional compensation. The area of the grind and overlay shall be as required by City staff and shall be a minimum of 0.10’ thickness.

All visible Cat-Track markings after the installation of the permanent striping/marking shall be removed without damage or visual deformity to the pavement surface. Any damage or visual deformity to the pavement shall be remedied as noted above.

314-4.3.5 Application. - *Amend the first sentence in paragraph 8 as follows:*
“Glass beads shall be applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon).”

314-6 GREEN BIKE LANE. Green bike lanes shall be installed per plan and conform to the technical specifications included within the contract documents and shall be Streetbond CL or approved equal.

GENERAL REQUIREMENTS

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SECTION 01110 COORDINATION OF WORK

PART ONE – GENERAL

1.1 SEQUENCING OF WORK

The Contractor shall submit the construction schedule in accordance with Section 01321 of these specifications.

The Contractor shall arrange the schedule of work, but it must adhere to the following restrictions:

1. Citywide events calendar shall be considered with the schedule for construction. The events calendar will be provided at the pre-construction meeting. Updated events calendar will be provided during subsequent weekly construction meetings.

2. Construction around school zone shall be taken into consideration to avoid interference with the drop-off and pick-up times for each specific school.

3. Only one (1) area may have construction activity at the same time, unless approved by the City. It is not permitted to do construction on both sides of the street simultaneously.

4. Any construction activity other than concrete removal and repair shall be scheduled by the contractor in any sequence but shall be approved by the City.

5. Utilities project (sewer & water) and paving project may be under construction concurrently. Detailed construction activities and construction schedule will be provided during weekly construction meetings.

1.2 UTILITY COORDINATION

During construction, if City owned utility facilities are damaged, contractor shall inform the City. City crew will respond within two hours and assess the condition, and perform any necessary remedial work as quickly as possible. No additional compensation will be granted to the contractor for any delay due to the damage and repair of the utility facility. Other utilities not owned by the City, contractor should notify and coordinate with the utility owner.

END OF SECTION

SECTION 01111 TRAFFIC CONTROL PLAN

A. General

The intent of this specification is to provide the format and requirements in preparation of the Traffic Control Plan (TCP).

B. Format

1. The sheets of the TCP shall display, at a minimum, the title of the project, name of firm preparing the TCP, name and stamp of Registered Traffic or Civil Engineer preparing the TCP, approval block for City of Redlands approval, north arrow, title sheet with an index of the sheets, sheet number, and total number of sheets.

2. The TCP shall be drawn to a 1 inch = 40 scale, or as otherwise approved by City staff, on common size sheets ranging from 8-1/2 inches x 11 inches, 11 inches x 17 inches or 24 inches x 36 inches as determined appropriate based on work area.

3. TCP must be prepared and approved by a Registered Traffic or Civil Engineer in the State of California.

C. Requirements

The TCP shall contain the following items and scenarios of traffic control:

1. Resurfacing operations;

2. Variations to accommodate night work;

3. All required detours;

4. Provide 4 changeable message boards, Solartech MB2-LR-1548 or approved equal, located throughout the project area to provide advance notification as work progresses;

5. The TCP shall be completed in conformance with Section 7-10.2.2.1 of the General Conditions and adhere to the following:

    a. On street parking, where currently available, shall be open to the public outside of working hours; and

    b. Shall be completed in conformance with all additional requirements from permitting agencies, such as Caltrans.

END OF SECTION

MSECTION 01112 DESCRIPTION OF WORK

PART ONE -- GENERAL

1.1 SUMMARY

A. The work to be done under this Contract includes the furnishing of project management, labor, materials, tools and equipment for the construction of the 2024 Citywide Sidewalk and ADA Ramp Replacement Project No. MUED25002 for the City of Redlands, all in accordance with the Contract Documents.

B. The following maps and tables are made a part of these Contract Documents:

Title

Location Map

ADA Ramp Repair Data pages 1 through 1

Area A Quantities

Area A Map pages 1 through 1

Area B Quantities

Area B Map pages 1 through 1

Area C Quantities

Area C Map pages 1 through 1

Area D Quantities

Area D Map pages 1 through 2

Area E Quantities

Area E Map pages 1 through 1

1.2 GENERAL SCOPE OF WORK

A. Work In This Contract: Work in this Contract includes all labor, materials and equipment necessary for construction of 2024 Citywide Sidewalk and ADA Ramp Replacement Project as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of furnishing construction materials, mobilization, traffic and pedestrian control, erosion control, sawcutting, removal and replacement of varying thickness of PCC pavement (sidewalk, driveways, and ADA curb ramps), clearing and grubbing, root cutting, root grinding, grading, irrigation and curb repair, compaction, dust control, information signs, and survey monument preservation as required. Sidewalk shall match existing width and appearance of adjacent areas, including score lines and finish and restore all areas to pre-construction conditions.

2. The Contractor shall, upon completion of the sidewalk and ADA curb ramp replacement and appurtenances required herein, initially operate all components of the Contract Work furnished and installed by the Contractor, and make any additional adjustments, corrections, repairs, replacements, and reconstructions necessary to provide the City with complete sidewalk and ADA curb ramps and appurtenances, including restoring all areas to pre-construction conditions.

END OF SECTION

SECTION 01200 MEASUREMENT AND PAYMENT

A. Work Listed in the Schedule of Work Items

1. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

2. A retention of five percent (5%) of the value of work completed will be withheld from progress payments. This retention amount will remain constant throughout the contract period, and will not be payable until the expiration of thirty-five (35) days after the recordation of the Notice of Completion.

B. Work Not Listed in the Schedule of Work Items

The General Conditions and items in the General Requirements, and Specifications which are not listed in the schedule of work items of the bid form are, in general, applicable to more than one listed work item, and no separate work item is provided therefore. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the bid form.

The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the bid form, include the cost for that work in some related bid item so that the proposal for the project reflects the total cost for completing the work in its entirety.

The Contractor may experience difficulty in excavation due to rock or unsuitable backfill material throughout the project locations. It shall be the Contractor's responsibility to identify these areas and account for difficulty in excavation, the need to export rock or unsuitable backfill material and the need to import suitable backfill material. There will not be additional contract time or additional compensation for any project locations where any of these circumstances occur.

C. Bid Items

1. Mobilization, Bid Item 1:

Payment for Mobilization shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01721. The bid price shall include, but not limited to, preliminary construction schedule, bonds, insurance, installation and relocation of information signs, shop drawings, catalog submittals and shall constitute full compensation for all labor,

material, equipment and incidentals required. The bid price for mobilization shall not exceed 5 percent of the Bid Schedule price.

2. Traffic and Pedestrian Control, Bid Item 2:

Payment for traffic and pedestrian control shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required for preparation of traffic control plan, implementation and maintenance of traffic control items noted within the plan. Traffic and pedestrian control shall be in accordance with the approved traffic control plan in order to be compensated for this item.

Payment for traffic and pedestrian control shall be made based on overall completion percentage of the project. The percentage complete shall be determined by the engineer and updated on progress payment.

3. Remove and Replace 4" Thick Sidewalk, Bid Item 3:

Item includes but is not limited to the removal and replacement of 4" thick PCC (560-C-3250) sidewalk, compact top 4" to 95% compaction as specified on the project plans and specifications. Remove and replace sidewalk at various locations throughout the City. The various locations through the City have a combined area of 26,781 square feet of 4" thick sidewalk. It is estimated at least 50% of these locations have sidewalk damage attributed to tree root intrusion.

Bid item 3 includes but is not limited to erosion control, sawcutting, removal of varying thickness sidewalk, earthwork and compaction as required for the construction of new 4" thick concrete sidewalk. Sidewalk shall match existing width and appearance of adjacent areas, such as score lines and finish. Item also includes all necessary dust control, clearing, grubbing, grading, irrigation repair, information signs, survey monument preservation, and removals such as removals of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under this bid item.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, materials, equipment and incidentals required, with no additional compensation or work allowed. No partial payment for sidewalk removal and replacement will be released.

4. Remove and Replace 6" Thick Sidewalk, Bid Item 4:

Item includes but is not limited to the removal and replacement of 6" thick PCC (560-C-3250) sidewalk, compact top 6" to 95% compaction as specified on the project plans and specifications. Remove and replace sidewalk at various locations throughout the City. The various locations through the City have a combined area of 1,847 square feet of 6" thick sidewalk.

Bid item 4 includes but is not limited to erosion control, sawcutting, removal of varying thickness sidewalk, earthwork and compaction as required for the construction of new 6" thick concrete sidewalk. Sidewalk shall match existing width and appearance of adjacent areas, such as score lines and finish. Item also includes all necessary dust control, clearing, grubbing, grading, irrigation repair, information signs, survey monument

preservation, and removals such as removals of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under this bid item.

5. Remove and Replace 6" Thick Driveway Approach, Bid Item 5:

Bid item 5 includes but is not limited to the re-construction of existing concrete driveway approach, including adjacent curb and/or gutter. Driveway approach shall be re-constructed per APWA Standard Detail 110-2 and City of Redlands Standards and shall join to existing. Also, 6-inch thick class II aggregate base shall be placed and compacted to 95% relative compaction under 6" thick driveway approaches. Item also includes all necessary dust control, clearing, grubbing, grading, irrigation repair, information signs, survey monument preservation, and removals such as removals of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under this bid item.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required.

6. Remove and Replace ADA Accessible Curb Ramp, Bid Item 6:

Bid Item 6 includes but is not limited to earthwork, curb cuts and removals as required for the construction of new ADA access ramps with curb and gutter only. Existing sidewalk shall be removed and replaced as necessary to bring surrounding walkways into ADA compliance as well. Ramps shall include cast-in-place truncated domes. All access curb ramps shall be re-constructed in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. Item also includes all necessary dust control, clearing, grubbing, grading, irrigation repair, information signs, survey monument preservation, and removals such as removals of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under this bid item.

Payment for this bid item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required.

7. Demobilization Bid Item 7:

Payment for demobilization shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment and incidentals required.

END OF SECTION

SECTION 01251 CHANGE ORDER REQUESTS

1.1 GENERAL

A. All quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in EXTRA WORK of the GENERAL CONDITIONS shall be submitted to the ENGINEER, in writing, on the Change Order Request (COR) Cover Sheet and the Change Order Cost Summary Form, both attached, and in conformance with the requirements of Section 01254 CHANGE ORDERS. The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the ENGINEER. The CONTRACTOR shall submit its written cost quotation and Time Impact Analysis not later than fifteen (15) days after being requested to provide such quotation, unless the ENGINEER allows more time. Delays in submitting quotations beyond the fifteen (15) days set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the project, shall not be cause for a claim or a time extension under the Contract.

B. The ENGINEER'S request for quotation on a preliminary change shall not be considered authorization to proceed with the changed work prior to the issuance of a final Lump Sum or Time & Material Change Order, unless directed otherwise, in writing, by the ENGINEER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

END OF SECTION

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CHANGE ORDER REQUEST (COR)

Project Name:		**COR Number:**	
Project Number:		**Date of Request:**	
Requested By:			

Change Name:	

Description of Change (Required):

Reason for Change (Required):

Location of Change (Required): List all locations if various locations are included in this Request

Additional Days Requested Due to Change (If Applicable):

Total Net Change in Cost: **Note:** Attach all supporting documents for cost justification	$ 0.00

Requestor:

Signature: _____

Title: _____ **Date:** _____

Change Order Cost Summary

Project Name :

Change Order Request No. :

Date :

		Direct Labor	Direct Materials	Direct Equipment		Totals
(1):	Lump Sum Work by Prime Contractor	$0.00	$0.00	$0.00		
(2):	"T&M" Work by Prime Contractor	$0.00	$0.00	$0.00		
(3):	Subtotal - Direct Work (Prime Contractor)	$0.00	$0.00	$0.00		
(4):	All Lump Sum Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(5):	All "T&M" Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(6):	Subtotal - Direct Work (all subcontractors)	$0.00	$0.00	$0.00		$0.00
					Add each of the three columns across and enter to the right.	
(3)+(6)=(7):	Total - Direct Costs	$0.00	$0.00	$0.00		$0.00
(8):	Markup	(20% of direct labor) $0.00	(15% of direct mat'l) $0.00	(15% of direct equip) $0.00		$0.00
(9):	Prime Contractor Markup for subcontractors				10% of line (6) direct sub work up to $5,000 plus 5% of line (6) direct sub work over $5,000	
(10):	Bonds & Insurance				1% of line (7) all direct work	$0.00
(11):	Additional amount permitted by Contract					
(12):	**GRAND TOTAL**				Add sums of lines) (7), (8), (9), (10) and (11)	**$0.00**

SECTION 01254 CHANGE ORDERS

PART ONE -- GENERAL

1.1 REQUIREMENTS

Payment to the Contractor, or credit to the City, for any change, addition, deletion or extra to the Work, or settlement of any Claim, covered by any Change Order, shall be determined by the methods set forth herein. The Engineer may change the Plans and Specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and the City, which shall be executed by a Change Order.

Unless otherwise stipulated, "Unit Prices" include all costs necessary to furnish, install and complete the Work. The "Unit Prices" include all direct costs for labor, equipment and materials, all insurance and bond costs, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but is not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax.

A. Unit Prices

Unit prices stipulated in the Bid or itemized in the approved Schedule of Values shall be utilized, where they are applicable and determined reasonable by the Engineer. In the event that the Change Order results in a change in the original quantity of more than twenty-five percent (25%), either increase or decrease, then either the Engineer or the Contractor may request a review of the unit price to determine if a new unit price shall be mutually determined by negotiation. Any new unit price mutually determined under this Subsection shall only apply to the units in excess of one hundred twenty five percent (125%) of the original quantity for overruns. In case of underruns, the unit price stipulated in the Bid shall be applied to the first twenty-five percent (25%) of the actual quantity of work performed and the new mutually determined price shall be applied to the quantity between twenty-five percent (25%) and seventy-five percent (75%) of the original quantity.

Renegotiated unit prices or unit prices for new items added to the Contract by Change Order shall be determined in accordance with Subsections B through G. Whether stipulated in the Bid, itemized in the approved Schedule of Values or renegotiated, the unit prices used for payment constitute the total adjustment with no further costs owed for overhead, impact, profit, delay or impact to unchanged portions of the Contract, or any other reason. The unit price shall be full and final compensation as described in Subsection D.

The cost proposals for renegotiated unit prices shall be presented in accordance with the provisions of Subsections B through G. Should any Bid Item be deleted in its entirety, the amount bid for that bid item shall be subtracted from the total Contract amount. The Contractor shall be paid only for the actual cost incurred prior to the notification of such deletion for that Bid Item.

B. Lump Sum

The Engineer and the Contractor may mutually determine a total sum for the Extra Work. The Contractor shall summarize the total cost and furnish a breakdown of the proposed lump sum costs satisfactory to the Engineer in accordance with Subsections B through G. Such lump sum costs shall be full and final compensation as described in Subsection D. The Contractor's quotation shall conform to the requirements of Section 01251- Change Order Requests, and be submitted in the Change Order Cost Summary Form provided (see Attachment 01251-A1). The Change Order Cost Summary Form cannot be used to nullify or supercede any specification or contractual provision.

If the method or amount of payment cannot be agreed prior to performing the Extra Work, the Engineer may unilaterally issue a Change Order in the amount determined reasonable by the Engineer for the Extra Work and direct the Contractor to proceed immediately. The Engineer also has the option to issue a Change Order directing the Work be done on a Time and Materials basis with the Contractor providing all labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. Estimates for lump sum quotations and accounting for Time and Materials work shall be limited to direct expenditures necessitated specifically by the subject Extra Work, and shall be segregated as follows:

1. Labor, up to and including working general foremen, who are directly assigned to the Extra Work. Employees identified as superintendents or non-working general foremen shall not be charged as labor on Extra Work. The labor costs shall include actual documented payroll costs including wages, payroll taxes as established by law (i.e., FICA, Federal and State Unemployment Taxes), fringe benefits as established by negotiated labor agreements, and any insurance costs (such as Worker's Compensation and General Liability Insurance but shall not include Automobile Liability Insurance or any other insurance costs). A detailed breakdown of those

subcomponents of labor costs, by all crafts shall be submitted to the Engineer, by the Contractor and all Subcontractors, for approval, as part of the documentation of labor costs, within ten (10) working days after issuance of the Notice to Proceed. No other subcomponents of labor costs shall be considered, unless approved in writing by the Engineer.

The labor cost is not allowed to be increased by using labor classifications with paygrades higher than necessary to accomplish the Work.

2. Materials: The cost of materials used in performing the Extra Work will be the cost, including sales tax and freight, to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, except as follows:

   a. Cash or trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by the Contractor.

   b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Supplier markup, except for actual costs incurred in the handling of such materials, will not be allowed.

   c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the Jobsite, whichever price is lower.

   d. If, in the opinion of the Engineer, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the Jobsite less cash or trade discount. The City reserves the right to furnish materials for the Work and no claim shall be made by the Contractor for costs and profit on such materials.

   e. For the purposes of this Section, a "Supplier" is defined as any person or persons, firm or business, who supplies materials of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the Contractor, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.

3. Equipment Costs, including ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of $500. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform work on the Extra Work described in the Change Order and the Contractor can demonstrate that the changed work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in Subsection G.

4. Small tools, equipment, consumables and incidental costs: No separate payment will be made for the use of small tools or equipment with a replacement value of $500 or less. This applies to tools and equipment owned by the Contractor or its subcontractors of any tier. Also, no separate payment will be made for fuel, lubricants, tool or equipment repairs, tool or equipment maintenance, consumables, drinking water, sanitary facilities or other incidentals. These costs are already included as a part of Markup.

5. Subcontractor Costs, including their overhead and profit, provided that such costs are direct costs to the Contractor for performing the Extra Work as set forth in Subsections B through G.

C. Time and Materials Work

The costs of all Changed/Extra Work submitted under the Time and Materials (T&M) method shall be formulated in accordance with the provisions of Subsections B through I.

Unless otherwise stipulated on the Change Order, the “Not-to-Exceed” amount for all T&M Change Orders is $10000. The Contractor is responsible for tracking costs and for notifying the Engineer in writing when costs approach 50% and 75% of the “Not-to-Exceed” amount. In addition, if the Changed/Extra Work cannot be completed within the “Not-to-Exceed” limit, the Contractor shall notify the Engineer in writing, and in a timely manner, that the limit requires an increase. The City will only reimburse eligible costs up to the “Not-to-Exceed” amount.

The Contractor shall notify the Inspector at the beginning of each day when Changed/Extra Work is being performed. The Contractor shall notify the Inspector of the Changed/Extra Work being performed and describe the personnel involved, whether by Contractor forces or by its subcontractors at any tier. Failure to notify the Inspector prior to the start of Changed/Extra Work serves as the Contractor’s waiver to claim for compensation on that day.

For each working day, the Contractor shall submit a “Daily Extra Work Report” (DEWR) to the Inspector. The “Daily Extra Work Report” shall summarize labor,

equipment and materials supplied. The Inspector will only consider Forms that are properly completed as described below.

1. Separate forms must be used for labor and for equipment/materials.

2. Labor, equipment, material or expenditures that are not included on The DEWR are ineligible for payment. There will be no exceptions to this requirement. It is the responsibility of the Contractor to include any and all items of labor, equipment, or material for which it requests compensation for each day's work completed.

3. Information required on the Labor form shall include name of personnel, personnel classification, and only the number of hours worked on Changed/Extra work for the day being reported. Since the overhead allowance already includes all necessary supervision, any hours for additional supervision or non-working foremen are ineligible for additional payment. The premium pay for a general foreman is eligible for payment only if the general foreman is a working foreman and a general foreman was required by a Union Labor Agreement or otherwise approved by the Inspector. The general foreman rate is eligible for payment only during the time that a general foreman was required for the Changed/Extra Work.

4. Information required on the Equipment/Material shall include Contractor-owned equipment and/or tools, and rented equipment or tools for which compensation is requested. Information shall include the type of equipment, size of equipment, equipment identification number, appurtenances, and only the number of hours worked on the Changed/Extra work.

5. The only allowable materials are materials delivered to the job site and/or incorporated only into the Changed/Extra work. The allowable materials shall be listed on the T&M sheet for the day that they are delivered to the job site and/or incorporated into the Changed/Extra work.

6. Delivery ticket(s) and/or bill(s) of lading for rental equipment and/or tools delivered to the site and/or material incorporated into the work for the day being reported must be attached with the T&M sheet for that day. No payment will be allowed for materials and/or rented equipment unless receipt(s) or bill(s) of lading is attached. If the request for payment is not substantiated by original vendor/supplier invoices, acceptable copies of original invoices, or other documentation acceptable to the Inspector, the City may establish the cost of the item(s) at the lowest possible wholesale price or rental rate applicable while the work was being performed.

7. Failure to submit the required "Daily Extra Work Report of Time and Material Work" by the close of the next working day shall waive all rights for that day unless otherwise approved by the Inspector. Work that cannot be substantiated by a "Daily Report", approved and signed by the Inspector, is ineligible for payment.

8. The Contractor is responsible for preparing the "Daily Extra Work Report" for work by its Subcontractors and submitting the Forms to the Inspector on time.

9. The Contractor must have each "Daily Extra Work Report" verified by the Inspector. After the "Daily Extra Work Report" is approved by the Inspector, both the Contractor and Inspector sign the report. The original "Daily Extra Work Report" is retained by the Inspector with a copy provided to the Contractor.

10. When the "Daily Extra Work Report" is signed by the Inspector and the Contractor, it is binding on the Contractor and its Subcontractors.

11. When agreed to by the Inspector, the Contractor may submit a supplemental "Daily Extra Work Report" for labor, materials, or equipment for which the Contractor requests compensation but failed to list on the original daily report.

    a. These supplemental forms shall be marked "SUPPLEMENTAL".

    b. Unless otherwise approved by the Inspector, the supplemental forms may only be submitted for approval up to two (2) working days following the date when the work was performed.

No payment will be allowed for labor, materials, or equipment included on T&M sheets not signed by the Contractor and the Inspector. Payment will not be allowed for labor, materials, or equipment included on T&M sheets signed by anyone other than the Inspector or the Inspector's immediate supervisor.

D. General

It is the intent of the City to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph shall be made a part of all Change Orders, whether included or not on the actual change order:

> "The compensation (time and cost) set forth in a Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees on behalf of himself, all Subcontractors, and all

Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of himself, all subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals; lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.

Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the Contractor can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the Contractor, or any Subcontractor, at any tier, and that such delays did or will, in fact, delay the progress of the Work as a whole. The Contractor shall not be entitled to a time extension unless it submits a Time Impact Analysis which is a calculation of the extent of the delay to the end date of the Work and which shows that the Work has been or will be extended beyond the current Contract completion date. A Time Impact Analysis is a scheduling procedure which utilizes the networking techniques (fragnets) and a written analysis of the facts associated with the alleged delay to demonstrate the effect of the alleged delay on the critical path of the schedule. A "fragnet" is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing current updated schedule to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work and shall be the sole method for incorporating delays and impacts into the schedule. The objective of a

Time Impact Analysis is to pinpoint, isolate, and quantify all time impact associated with a specific issue and determine its time relationship to past or current delays. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the currently approved monthly updated project schedule. Time extensions shall not be granted, nor delay damages of any kind whatsoever paid to the Contractor, until all available float, slack, or contingency time on the project is used and the end date of the Work is moved beyond the current, adjusted Contract completion date.

The cost summary, cost breakdowns and requests for cost reimbursement submitted by the Contractor (for delay, disruption, hindrance and interference associated with the changes, additions, deletions or extras) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual, change, addition, deletion, extra and (on an event-by-event basis) each individual delay or disruption event. Such cost summaries, breakdowns or requests shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the Contractor's additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between Contractor's total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect (i) the actual costs incurred or saved for each individual item of Extra Work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and, (ii) on an event-by-event basis, the effect of each delay or disruption that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.

Except as provided in Section 6-6 of the General Conditions, Contractor shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).

Contractor waives any claim or rights and remedies based on abandonment, quantum merit, rescission or other similar legal theory by reason of any of the following circumstances, which the Contractor acknowledges and agrees are within the reasonable contemplation of the parties: (i) changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope,

number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) the issuance and performance of changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) changes due to Differing Site Conditions; (iv) suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of City or in the interests of the Project; (v) delay or disruption to the Work due to failure of the City, Engineer or Inspector to timely perform any contractual obligation.

E. Markups – Overhead and Profit

1. In addition to the direct expenditures specified for labor, materials and equipment in Subsection B, a lump sum will be paid for all overhead and profit, including: All insurance costs other than specifically mentioned in this Section, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but are not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax. Such lump sum shall conform to the following schedule of percentages of the total amount of direct expenditures of the Contractor and subcontractors.

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Direct Labor	20%
2) Direct Materials	15%
3) Direct Equipment	15%

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in (a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

2. Bonds and Insurance

An additional allowance of one percent (1%) of all direct costs (less markup) is allowed.

3. Add/ Deduct Changes

The overhead rates determined above shall be applied to all additive Change Orders, except those utilizing as-bid Unit Prices listed in the Bid Proposal.

Any change in the Work involving both extras and credits shall show a net total cost, including subcontracts. Allowances for overhead and profit to the net total cost, as specified herein above, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was signed.

4. When all or any part of the extra work is performed by a Subcontractor, the markup established in subsection 1.1.E.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

F. City Furnished Materials, Equipment and Services

The Engineer reserves the right to furnish materials, equipment and services deemed expedient for use on the Changed/Extra Work. The Contractor shall have no claim for profit or overhead on the cost of such materials, equipment and services.

G. Equipment Costs

The rates for rental or leased equipment shall not exceed the rates listed in the Caltrans Labor Surcharge and Equipment Rental Rates (Caltrans LS&ERR). For T&M Change Orders, the rates are established by the actual paid invoice(s) that comply with the requirements of Subsections G.1 and G.3. Owned equipment costs shall not exceed the rates established by Subsection G.2. The most recent published edition in effect at the commencement of actual equipment use shall be used.

The rates paid for any rented or leased equipment or tools shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental costs associated with the operation of the equipment or tools.

It is the responsibility of the Contractor to include any appurtenances added to equipment which would increase the basic rate for said equipment (i.e., hoe-ram, oversize bucket, and etcetera) as established in the acceptable rental rate guide. All equipment and/ or tools shall be acceptable to the Inspector, in good working condition, suitable for the purpose for which it is to be used, and necessary to complete the Changed/Extra Work. Payment will be based on the manner in which the equipment was actually powered, operated and modified per the equipment manufacturer's recommendations.

1. Rented or Leased Equipment

For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the Contractor shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Caltrans LS&ERR. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a Contractor of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the Contractor. In no event shall the leased equipment rate billed to the City be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

a. When in Use:

Actual equipment use time documented by the Inspector shall be the basis that the equipment was utilized on the changed work and paid for under the Change Order. In addition to the lease or rental rate, equipment-operating costs shall not exceed the estimated hourly operating rate as set forth in the Caltrans LS&ERR. The hours of operation shall be based upon actual equipment usage on the changed work as recorded by the Inspector. For multiple shift work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

b. When Idle:

Idle equipment is equipment on site and necessary to perform the Work under the change but not in actual use due solely to the impact of the changed work. Equipment operating costs due to idle time, documented by the Inspector, shall be paid at the rate determined in “G” (1) above. Idle time shall include a reasonable time allowance to and from the project site.

Payment for equipment or tools shall be limited to hours actually worked on the Changed/Extra Work if the equipment or tool is already on site for Work under the original Contract. No “standby” time will be paid for equipment already on site for Work under the original Contract.

If equipment or tools are used intermittently and, when not in use, could be returned to the rental source at less expense than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the City.

2. Owned and Other Equipment

Equipment rates for owned equipment or equipment provided in other than arm's length transactions shall not exceed the total hourly costs as set forth in the Caltrans “Labor Surcharge and Equipment Rental Rates” effective at the time the work is performed. (The Caltrans equipment rental rates are available on the internet at http://www.dot.ca.gov/hq/construc/equipmnt.html.) If the equipment is not listed in Caltrans LS&ERR, then the Rental Rate Blue Book shall be used. When using the Blue Book, the hourly rate for any period less than 7 days shall be the weekly rate divided by 40, plus the Operating Cost. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from the Blue Book will be paid for each hour the equipment actually performs the Extra Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the Work under the Change Order, as certified at the end of each work day (or work shift if the Work is being performed in multiple work shift sequence) by the Inspector shall be the record upon which actual equipment use shall be based. For multiple shift work sequences, the Caltrans overtime factor shall be applied (When using the Blue Book one-half the Non-Operating Cost will be deducted for second and third shifts. The Non-Operating Costs are the Blue Book monthly or weekly/40 rates, as applicable.). It is agreed that this rate shall represent payment in full for all the Contractor’s direct costs.

a. When Idle:

Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed work, shall be paid per the table in Caltrans Standard Specifications Section 9-1.03A(3b), provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of the City. Idle equipment time will only be paid as a function of delays specifically directed or caused by the City's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal work schedule established for the project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift work sequence, the allowable idle equipment rate shall not be allowed, for second or third shifts. It is agreed that this rate shall represent payment in full for all the Contractor’s direct costs.

3. Equipment Haulage and Set Up Costs

Documented and actual equipment haulage and set up costs shall be paid for, if applicable as set forth in Subsection B.3.

4. Other Equipment Cost Guides

In the event that a piece of equipment used on a Change Order is not listed in Caltrans or the Blue Book, costs may be derived from the Associated General Contractor’s of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers as adjusted appropriately for the type of work and use and the regional area of the Work under this Contract.

H. Records

At any time should the Contractor deviate substantially from the schedule, method and sequence of operation, equipment, cost or pricing data furnished by the Contractor and agreed to by the City in connection with the Change Order or should the City determine that any price negotiated in connection with the Change Order is defective due to such deviation or the fault of the Contractor, the City reserves the right to reduce the Change Order cost and reissue the Change Order at the amount in which the City determines to be the actual costs to complete the change.

Whenever any material or process is indicated or specified by patent or a proprietary name, or by name of a manufacturer in the Change Order, such direction shall not relieve the Contractor's responsibility or obligation to perform work in accordance with the contract requirements. The Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences and procedures, coordination of all portions of the contract and Change Order work.

The Contractor shall on a weekly basis submit an approximate accounting of the amount expended on the Time and Materials work to date and an estimate of the Impact to the time of performance of work.

I. Partial Payments for Time and Materials Work.

Progress payments for Time and Materials work shall only be made if the anticipated cost of the changed work is in excess of $50,000 and/or the time to perform the changed work will exceed two (2) months duration. To receive payments for Time and Materials work, the Contractor shall submit to the Engineer an invoice of the daily reports which were verified by the Inspector, with details and documents, verifying the Contractor's and Subcontractor's actual costs incurred for the Time and Materials work as set forth in Subsections B through H. Costs shall be submitted within thirty (30) calendar days after the T&M work has been satisfactorily completed unless an extension of time for submittal is authorized in writing by the Inspector.

END OF SECTION

SECTION 01298 SCHEDULE OF VALUES

1.1 GENERAL

A. The Schedule of Values shall be used as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. The Schedule of Values shall be a schedule of cost loaded construction activities equal, in total, to the lump sum bid and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the lump sum. Prior to submitting an invoice for payment, the CONTRACTOR shall have submitted a detailed Schedule of Values and obtained approval from the ENGINEER.

B. Each lump sum bid item on the Schedule of Work and Prices, as set forth in the Bid must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the contract documents for that item. The sum of the values for the construction activities, within a bid item, must equal the total bid amount for that item. The breakdown shall include subcontract amounts which shall not deviate from the amounts submitted in the Bid Proposal. The CONTRACTOR shall provide certification from the Subcontractors certifying the subcontract amounts.

C. Each activity in the Schedule of Values shall delineate one construction activity. For example, the placement of concrete between construction joints, the construction of an electrical duct bank or pipeline between points A & B. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. For example, concrete construction activities should include all costs for the forming, placing of reinforcement, placing concrete and curing. The cost for pipeline construction activities should include materials, equipment and installation including pipeline supports or thrust blocks. The excavation and backfill for a pipeline or structure may be separate activities. The Contract Price breakdown shall include the itemized costs for the plant establishment and any maintenance services to be performed before the final project acceptance is made. No non-construction activity shall be cost loaded.

D. The CONTRACTOR shall use cost loaded construction activities from the Construction Schedule as a Schedule of Values. Each construction activity shall be encoded to its bid item and a sort provided for each bid item totaling the cost loaded amount. The total of the Cost Loaded amounts for each bid item shall equal the amount bid for that item. The total of the Schedule of Values shall equal the current Contract value at all times. At any time during the progress of the Work of the Contract the INSPECTOR reserves the right to review the cost loading of the Schedules of Values and direct necessary revisions. When requested by the INSPECTOR, the CONTRACTOR shall provide all information necessary to substantiate the cost loading.

E. Attached are samples of the Schedule of Values. The City will provide project specific Schedule of Values for the CONTRACTOR to use throughout the project at the Preconstruction Meeting. The Schedule of Values must be used by the CONTRATRACTOR at the time of each progress payment.

END OF SECTION

SCHEDULE OF VALUES

Project Name

Contractor Name
Address
Address
Phone:

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:
INVOICE DATE:
INVOICE NO.

	BID ITEM/DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
						QTY	$ VALUE	QTY	$VALUE		
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00

SCHEDULE OF VALUES

Project Name

Contractor Name
Address
Address
Phone:

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:
INVOICE DATE:
INVOICE NO.

BID ITEM/DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
					QTY	$ VALUE	QTY	$VALUE		
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00			0.0	$0.00
TOTALS				$0.00		$0.00		$0.00		$0.00

SCHEDULE OF VALUES

SUMMARY OF CHANGE ORDERS	QTY	UNIT	UNIT BID PRICE	QTY	$ VALUE	QTY	$ VALUE	TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
CHANGE ORDER NO. 1	1	LS						0.0	$0.00
CHANGE ORDER NO. 2	1	LS						0.0	$0.00
CHANGE ORDER NO. 3	1	LS						0.0	$0.00
CHANGE ORDER NO. 4	1	LS						0.0	$0.00
CHANGE ORDER NO. 5	1	LS						0.0	$0.00
CHANGE ORDER NO. 6	1	LS						0.0	$0.00
CHANGE ORDER NO. 7	1	LS						0.0	$0.00
CHANGE ORDER NO. 8	1	LS						0.0	$0.00
CHANGE ORDER NO. 9	1	LS						0.0	$0.00
CHANGE ORDER NO. 10	1	LS						0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
CHANGE ORDERS TOTAL			$0.00				$0.00		$0.00

			VALUE OF WORK COMPLETED TO DATE	$0.00
ORIGINAL CONTRACT PRICE	$0.00		AMOUNT DUE THIS PERIOD INCL RETENTION	$0.00
TOTAL AMOUNT OF CHANGE ORDERS	$0.00		LESS 5% RETENTION	$0.00
ESTIMATED TOTAL CONTRACT PRICE TO DATE	$0.00		**AMOUNT DUE THIS PERIOD**	**$0.00**

SECTION 01321 CONSTRUCTION SCHEDULE

1. THE REQUIREMENT

A. It is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the Work are of the essence of this Contract.

B. The CONTRACTOR'S representative in charge of scheduling is required to attend all meetings pertaining to scheduling and progress of the Work.

C. The CONTRACTOR shall submit to the ENGINEER 3 hard copies and the electronic file of the CONTRACTOR'S Construction Schedule (the schedule) at the time of the preconstruction meeting. The schedule shall be either a Critical Path Method (CPM) Network or a detailed Bar Chart with the critical path clearly shown. If the CPM network option is used, then Primavera Project Management or Microsoft Project shall be the scheduling software. If a detail Bar Chart is used, Microsoft Excel shall be the software utilized. The schedule shall include the following:

1. Activity ID,
2. Activity Description,
3. Start date for each activity,
4. Finish date for each activity,
5. Original duration,
6. Predecessor,
7. Successor,
8. Percent Complete,
9. Remaining Days.

A minimum of seven (7) calendar days for review of each schedule. Schedule activities shall be of sufficient detail to assure adequate planning has been done for proper execution of the Work and such that, in the sole judgement of the ENGINEER, it provides an appropriate basis for monitoring progress. The schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of Final Completion shown in the Contract. Submittal and approval of the schedule in accordance with the requirements of this Section is a condition precedent to the issuance of any payments under this Contract. Once the schedule is approved it will become the baseline schedule and must be shown and compared on all subsequent schedule submittals.

D. Float, slack time, or contingency within the schedule (i.e., the difference in time between the project's early completion date and the required Contract Completion date), and total float within the schedule, is not for the exclusive use of either the CITY or the CONTRACTOR, but is a jointly owned expiring resource available to and shared by both parties. Pursuant to this float sharing requirement, use of

float suppression techniques shall be cause for rejection of the schedule and any revisions or updates.

E. Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of the CONTRACTOR and its Subcontractors or Suppliers, at any tier, and which extends actual performance of the Work beyond the current Contract completion date and the completion date projected by the current, approved, updated schedule. If the delay occurs along a path, which the current approved Construction Schedule update projects late completion prior to addition of any CITY caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved Time Impact Analysis. Time extensions shall be granted only if they are clearly demonstrated by the CONTRACTOR through the submittal, within seven (7) calendar days after the delay occurs, of a Time Impact Analysis which demonstrates the estimated impact on the end date of the Work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of Work or other means.

If a time extension if granted by the CITY, the updated schedule reflecting the change shall become the baseline and be reflected schedule and must be shown and compared on all subsequent schedule submittals.

Since float time within the Construction Schedule is jointly owned, it is acknowledged that CITY caused delays on the project may be offset by CITY caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract or approval of substitution requests which result in a savings of time to the CONTRACTOR). In such an event, the CONTRACTOR shall not be entitled to receive a time extension or delay damages until all CITY caused time savings are exceeded and the Contract completion date is also exceeded.

F. If the initial schedule submitted shows completion of Work more than thirty (30) calendar days in advance of the Contract completion date, the ENGINEER may, at no cost to the CITY, decrease the Contract duration by issuance of a Change Order which changes appropriate Milestone Date(s) and the Contract completion date to the completion date reflected on the schedule. Any approved schedule, revision, or update having an early completion date shall show the time between the early completion date and the Contract completion date as "project float".

G. Comments made by the ENGINEER on the schedule during review will not relieve the CONTRACTOR from compliance with all requirements of the Contract. The ENGINEER may request that the CONTRACTOR and all major Subcontractors (defined herein as being any Subcontractor, Sub-Subcontractor, or Supplier with five (5) percent or more of the value of the Contract) participate in

review of any schedule submission. All revisions shall be submitted within seven (7) calendar days after the ENGINEER’S review.

H. Two copies of an updated schedule shall be submitted to the ENGINEER for approval with the submittal of each CONTRACTOR'S monthly payment request or the monthly payment request will be withheld. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between the CONTRACTOR and the INSPECTOR, and an estimate of the remaining duration. The monthly update of the schedule shall include an updated bar chart with logic arrows or network diagram and include the same additional data as required by Section 1.C. If the CPM network option is used, the schedule shall be calculated using remaining durations and the progress override option. The monthly update shall also include a complete, hard copy list of all the changes made from the previously approved submittal. If the schedule is done using Primavera, use a Claim Digger report for the list of changes.

I. The submittal of an updated schedule which meets the requirements of this Section, accurately reflects the status of the Work (for all previously accepted activities), and incorporates all approved changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. (Actual and/or forecast dates for status of additional submittal cycles shall be added without the prior approval of the Engineer.) Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of a Change Order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update.

J. If completion of any part of the Work, delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind schedule and will impact the end date of the Work, the CONTRACTOR shall submit a written recovery plan acceptable to the ENGINEER for completing the Work by the current Contract completion date, if requested by the ENGINEER.

K. As a condition precedent to the release of any retained funds, the CONTRACTOR shall, after substantial completion of the Work has been achieved, submit a certified, final schedule which accurately reflects the manner in which the project was constructed and includes actual start and completion dates for all activities on the schedule.

END OF SECTION

SECTION 01322 CONSTRUCTION PROGRESS PHOTOGRAPHY

1.1 GENERAL

A. Required**:** Provide photographs taken at the Jobsite at the specified stages of Contracted Work in accordance with provisions of this Section.

1. The Contractor shall provide the City with photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc).

2. Take first photographs just before CONTRACTOR starts any work operations at the Jobsite.

3. Take final photographs when all Contracted Work has been completed, regardless of time interval since previous photographs were taken.

1.2 SUBMITTALS

Except as otherwise directed by the ENGINEER, submit all photographs electronically on a CD/DVD organized by phase of construction and location.

1.3 QUALITY ASSURANCE

Photographs and prints to be of professional quality; clear, in focus, with high resolution and sharpness, and with minimum distortion.

END OF SECTION

SECTION 01323 CONSTRUCTION STATUS REPORTS

1.1 REQUIREMENTS

A. Daily Status Report

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, unusual occurrences and etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the City and shall be submitted to the Project Manager at the conclusion of each work week.

The Contractor shall also have workers on the project sign in and out each day on the City of Redlands Daily Sign In Sheet which shall state the name, times in and out and the work performed by each worker on the project each day. The completed Daily Sign In Sheets shall be submitted to the City of Redlands Project Manager at the end of each work week. Failure to submit daily reports and daily sign in sheets to the Project Manager on a weekly basis will result in a possible and temporary suspension of work until reports are submitted.

B. Weekly Status Report

During the construction phase of the Work, the CONTRACTOR shall submit weekly written status reports to the ENGINEER and the INSPECTOR. The report shall contain a record of inspections and tests, not performed by CITY forces, for all Work accomplished subsequent to the previous report and shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

2. Inspections and tests, and location of inspections and tests that were made.

3. Results of inspections.

4. Reports of tests performed, including those specified, with the results of the tests, and acceptance criteria, including failures and remedial action to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed, including the approximate expected date that test results will be reported.

5. Report of any nonconforming items/activities. Nonconformance report forms designed solely for this purpose shall be utilized.

6. Results of inspections of material and equipment done upon their arrival at the Jobsite and prior to their incorporation into the Work. This includes, but is not limited to, compliance with approved submittals, damage, and proper storage requirements.

7. Offsite quality control activities.

8. Instructions received from the ENGINEER or INSPECTOR.

9. In all cases, the report must be verified and signed by the CONTRACTOR'S representative. The verification is to contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract except where noted.

C. 3 Week Look Ahead Schedule

During the construction phase of the Work, the CONTRACTOR shall submit 3 Week Look Ahead reports to the ENGINEER at the weekly progress meetings or as directed by the ENGINEER. The report shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

D. Miscellaneous Submittals

CONTRACTOR shall prepare a Daily Construction Report recording the following information concerning events at the job-site and submit original copies to the ENGINEER at weekly intervals for approval:

1. List of Subcontractors and Sub-Subcontractors at the site**,** types of works and job location.

2. Count of CONTRACTOR’S personnel at the site**,** name, type of work, hours completed and job location.

3. Construction equipments at the site.

4. High and low temperatures, general weather conditions.

END OF SECTION

SECTION 01330 SUBMITTALS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish a schedule and list of all required submittals to the ENGINEER, including required submittals by all Subcontractors.

B. Wherever called for in these Specifications or on the plans, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, two (2) hard copies and one electronic (PDF) copy of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER at a time sufficiently early to allow review of same by the ENGINEER and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

C. All design or shop drawings or other submittals shall be accompanied by a transmittal form for each submittal. Any submittal not accompanied by such a form may be returned, at the ENGINEER'S discretion, for resubmittal.

D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

F. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within twenty (20) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal

item. The CITY reserves the right to withhold moneys due the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submittal. Submittal will be returned to the CONTRACTOR with one of four (4) markings:

1. If a submittal is returned to the Contractor marked "NO EXCEPTIONS," formal revision and resubmission of said submittal will not be required.

2. If a submittal is returned to the Contractor marked "EXCEPTIONS NOTED," formal revision and resubmission of said submittal will not be required, unless specifically requested.

3. If a submittal is returned to the Contractor marked "RETURNED FOR CORRECTION," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

4. If a submittal is returned to the Contractor marked "NOT ACCEPTABLE," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

G. All Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the ENGINEER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED“. Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra work.

H. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR’S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

I. Should the Shop Drawings or manufacturers data (for submittals required by the Standard Specifications or the specifications) show variations from the Contract requirements, the CONTRACTOR shall make specific mention of such variations in the letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract; otherwise the

CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract Documents, and the approved submittals.

J. The ENGINEER'S review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

K. CONTRACTOR'S Coordination:

1. ENGINEER will return and will not review unrelated submittals.

2. The CONTRACTOR may be required to provide drawings, setting diagrams and similar information necessary for proper coordination of Contracted Work. Such data shall remain between the CONTRACTOR and CONTRACTOR'S Subcontractor and will not be reviewed by the ENGINEER unless specifically called for in the Contract Documents.

3. ENGINEER will not review any required Structural Shop Drawings, Structural Calculations, etc., not prepared or signed by a State of California licensed ENGINEER.

4. ENGINEER will return and will not review any submittal requiring coordination with other submittals until such other submittals or required information is received by the Consultant or ENGINEER.

L. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:

1. Schedule of Values for all Lump Sum items within the Proposal.

2. Construction Schedule and Notification to ENGINEER of completion of each milestone or percentage increment of the Work as required.

3. Submittal Schedule

4. Daily Construction Reports

5. Shop Drawings and Structural Calculations.

6. Manufacturer's Data and Specifications.

7. Samples

8. Templates

9. Certificate of Compliance

10. Construction Photographs

11. Substitutions

12. Record Drawings and Record Project Manual

13. Operation & Maintenance Manuals

14. Stock Materials, Spare parts, tools

15. Material Testing Results

16. Maintenance Logs and Maintenance Schedule.

M. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the ENGINEER.

1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which include fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.

2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.

N. Coordination and Submittals:

1. Carefully review and coordinate all aspects of each item being submitted.

2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.

3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.

4. Verify that all such submittal items conform to the Project Manual requirements noted in the Technical Sections.

5. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

6. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the ENGINEER copies of the approved plans or drawings for review.

O. CONTRACTOR shall affix to each submittal, the CONTRACTOR'S signature certifying that required coordination has been performed and include on an attached label for processing and recording action taken, noting the following:

1. Name of the Project

2. Date of the Submittal

3. Name and address of Consultant

4. Name and address of the CONTRACTOR

5. Name and address of the Subcontractor(s)

6. Name and address of the Supplier

7. Name and address of the Manufacturer

8. Reference to Specification Section Number and Title

9. Reference to Drawing Sheet Number and detail(s)

10. Submittal Number

11. Priority Number and expected return date.

END OF SECTION

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THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

SUBMITTAL COVER SHEET

Project Name:		**Submittal Number:**	
Project Number:		**Date of Submittal:**	
Submitted By:			

Submittal Title:	

Priority Type (Select One):	☐ Low	☐ Normal	☐ High

Submittal Type (Select One):	☐ Pre-Construction	☐ Post-Construction

Category (Select One):	
☐ Product Data	☐ Close-Out
☐ Shop Drawing	☐ Warranty
☐ Mock Up	☐ Test Report
☐ Sample	☐ Operation / Maintenance Manual
☐ Certification	☐ MSDS – Material Safety Data Sheets
☐ As-Built	

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REQUEST FOR INFORMATION (RFI)

Project Name:		**RFI Number:**	
Project Number:		**Date of RFI:**	
Submitted By:			

RFI Title:	

Work Impact? (Select One):	☐ No	☐ Unknown
	☐ Yes – Work Impeded	☐ Yes – Work Stopped

Question:

Proposed Solution (Optional):

Requestor:

Signature: _____

Title: _____ **Date:** _____

SECTION 01572 EROSION CONTROL PLAN

Contractor shall comply with all laws, codes, ordinances and requirements of governing agencies regarding the discharge of pollutants, air and water pollution control and any other requirements for this project. Within 5 days of the Notice to Proceed, Contractor shall submit two (2) hardcopies of the draft Erosion Control Plan to the City for review. Any corrections or changes shall be made to the Erosion Control Plan, approved by the Engineer and implemented prior to any construction work on this project. The plan shall be updated as necessary or required for compliance purposes.

Payment for work on this item shall be made as a percentage of work completed at each monthly payment. All work under this item shall be as shown on the approved drawing accepted by the City prior to any work on the project. The Contractor shall have all work installed and inspected by the City prior to any work on the project.

Full compensation for this item shall be in accordance with all state and federal NPDES rules, regulations, requirements and laws and shall constitute all work for providing, installing, maintaining and removing all work as required for all excavations, earthwork, grading, grinding, paving, concrete, runoff containment, and any other work performed within the project boundaries.

END OF SECTION

SECTION 01581 CONSTRUCTION INFORMATION SIGNS

1.1 THE REQUIREMENT

The City shall provide the Contractor with all required construction information signs for the project. The signs shall be installed at the locations noted in the plans, if included, or as otherwise directed by the Engineer. If the project consists of numerous sites, the construction information signs shall be relocated to each site as work progresses. The construction signs shall be installed the same day work commences on any construction site. If the sign is not installed prior to construction work beginning at a subsequent site, the City will install the information signs at the Contractor's expense.

The installation of each sign shall be the responsibility of the contractor to include mounting posts, hardware and any related incidentals to ensure the sign is placed in a safe and secure manner. For any sign required for multiple site projects, where the sign is frequently relocated and not anticipated to be installed in the ground on posts, the Contractor shall provide a Type III barricade for mounting. The contractor shall obtain approval from the Engineer following installation of the construction information sign. If the signs are installed in the ground with posts, proper vertical clearance shall be provided. The minimum vertical clearance shall be six feet within a parkway area and seven feet within the sidewalk.

The construction information sign shall remain visible at all times. The contractor shall replace stolen signs at their expense and maintain the signs, ensuring all graffiti, soil, paint, etc. is removed from the sign immediately. Upon completion of the project, each sign shall be removed and returned to the City. If the sign is not returned to the City at the completion of the project in the original condition, the cost of the sign shall be withheld from the final progress payment.

The Contractor shall notify Underground Service Alert (Dig alert) at least 2 working days, but not more than 14 calendar days, prior to performing any excavation.

Full compensation for furnishing all labor, equipment, materials, and tools required to perform the tasks noted above, and as ordered by the Engineer, shall be considered as being included in the various Contract items of work and no separate or additional compensation will be allowed therefore.

END OF SECTION

SECTION 01721 MOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in mobilization (in advance of construction operations and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no mobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for mobilization.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER.

2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.

3. Erecting temporary buildings and other construction facilities.

4. Installing temporary construction power and wiring.

5. Establishing fire protection system for its temporary facilities.

6. Developing construction water supply.

7. Providing field office trailers for the CONTRACTOR, complete with all specified equipment, furnishings, utility services and required approvals from the CITY.

8. Providing sanitary facilities or connecting to onsite sanitary facilities as specified.

9. Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.

10. Arranging for, and erection of, CONTRACTOR'S work and storage yards and sheds.

11. Submitting all required Subcontractor insurance certificates and bonds.

12. Posting all CAL/OSHA required notices and establishment of safety programs.

13. Furnishing of Construction Schedule, Contract Price Breakdown and Submittal Schedules.

14. Erecting all temporary fencing, including removal and disposal of existing temporary fencing.

END OF SECTION

SECTION 01722 SURVEYING

PART 1 - GENERAL

A. General

1. The CONTRACTOR shall be responsible for all surveys required to layout the Work and for the accuracy of all survey work for construction. The CONTRACTOR shall include the cost of all such survey work in their Bid. The CONTRACTOR shall have all construction surveying performed by a `Licensed Land Surveyor' or a `Civil Engineer' registered by the State of California to perform such work. The ENGINEER reserves the right to verify all survey work done by the CONTRACTOR.

2. The CONTRACTOR shall preserve the initial survey control points for the duration of their usefulness. Monumentation that is subject to disturbance or destruction shall be located and referenced prior to construction and relocated and referenced if necessary after construction, in accordance with the following requirements.

B. Construction Surveys

1. The CONTRACTOR shall provide all reference stakes and form checks necessary for construction and inspection of improvements. All construction staking shall be documented in cut sheets and provided to the ENGINEER. This staking may include but is not limited to: removals, joins, rough grade, slope, utilities, storm drains, sewers, curbs, walks, paving, wall and building stakes; and any other staking necessary for construction and inspection.

C. Reference Or Grade Stakes

1. A reference or grade stake shall be set for each grade change or angle point shown on the plan, standard plan, and shop drawing, in addition to the normal staking interval.

D. Form Checks

1. Forms shall be checked when durable points may be disturbed, removed, or are impractical to be used to verify the design location. The measured location shall be recorded in the survey field notes. All variations from the plan location shall be brought to the attention of the ENGINEER.

E. Staking Intervals And Offset Stake Lines

1. All staking intervals shall be in accordance as directed by the Engineer. Stake lines shall be set at an offset distance from the improvement to ensure proper grade, station, and alignment.

F. Utility Stakes

1. The CONTRACTOR shall provide stakes for all utilities, public or private, that require location or relocation, unless otherwise stated.

G. Additional Survey Work

1. The CONTRACTOR may be required to furnish additional survey work, such as profiles, restakes, Change Orders, etc., at the request of the ENGINEER or the INSPECTOR.

H. Accuracy

1. The CONTRACTOR shall use appropriate surveying methods to obtain the following standards: For fixed works (i.e. cast-in-place concrete; asphalt pavement, pipes and drains; and other items determined by the ENGINEER) the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.015 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.015 foot or less.

2. For excavation purposes, the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.1 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.1 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that semimajor axis of the 95% error ellipse is ±0.1 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.1 foot or less.

I. Survey/Inspector

1. The CONTRACTOR shall provide to the INSPECTOR those measurements and control points necessary to determine the location and conformance to the plan, line, and grade of the improvements necessary for inspection purposes.

J. Survey Notes

1. The CONTRACTOR shall supply and keep notes on CITY standard format note sheets. The ENGINEER may request copies of, and otherwise review, survey notes at any time during the construction phase of the Project. Upon completion of the Project, the original survey notes shall become the property of the CITY and shall be delivered to the ENGINEER

PART 2 – MONUMENT PRESERVATION GUIDELINES

A. New & Reconstruction Projects

1. Prior to Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record above or below the surface, within the road right-of-way. It is suggested that this search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument is required.

c. The survey crew shall properly reference all found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item c, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered and disturbed monuments shall be reset with the same or more durable type of monument as the original, in the surface of the construction. Key monuments shall be a minimum 1” inside diameter iron pipe of appropriate length.

b. A monument box or other protective structure is recommended to be placed around key monuments (section corners, quarter section corners).

c. The authorized surveyor shall properly completes a Corner Record or Record of Survey for all set monuments with a change in character, including tag number, and submit it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

B. Overlay Projects

1. Prior To Construction

   a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

   b. The survey crew shall diligently search for all survey monuments of record and on the surface of the road. It is suggested the search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument within 2” of the road surface is recommended.

   c. The survey crew shall properly reference found survey monuments, which may be disturbed or covered during construction, to stable surface points.

   d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item 3, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

   a. All covered or disturbed monuments and surface monuments are reset in the new road surface, or a new monument is set in the new road surface above the buried one.

   b. All existing monument boxes will be adjusted to grade or replaced, as appropriate.

   c. A monument box or other protective structure should be placed around key monuments (section corners, quarter section corners).

   d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for all set monuments and existing monuments with a change in character, including tag number and submits it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

C. Slurry Seal Projects

1. Prior To Construction

   a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies furnished to for the survey crew.

b. All monument boxes shall be located and steps taken to ensure that the survey monuments inside are readily accessible upon completion of the project.

c. The survey crew shall diligently searches for survey monuments on the surface of the roadway, and identify said monuments recovered in the field to ensure that they will be protected. The survey crew shall inventory the monuments recovered in the field in a manner that allows for their recovery and inspection after construction.

2. After Construction and Prior to Notice of Completion

a. All monument boxes shall be inspected, and appropriate action taken when needed, to ensure that the survey monuments inside are readily accessible.

b. The survey crew shall review the inventory of found monuments by field inspection to ensure that all survey monuments are clean and exposed. Those monuments covered after construction is completed shall be uncovered.

D. Monument Tie Preservation

1. Prior To Construction

a. All existing survey monument ties within the scope of the project shall be researched and identified prior to construction. Surveyor may obtain existing tie sheets from the City as available.

b. If it is determined that all ties for a survey monument may be disturbed during construction, the Surveyor shall relocate the monument ties prior to construction, within improvements that will not be disturbed, and file the revised tie sheet with the City. A minimum of three tie points should reference each centerline monument, whenever possible

2. After Construction and Prior to Notice of Completion

a. If it is determined that the result of construction will not disturb all survey monument ties for a specific monument, the Surveyor shall replace all monument ties disturbed during construction per the following guidelines:

i. Monument ties shall be placed during the finishing process of the concrete improvements.

ii. Monument ties shall be set below the elevation of the adjacent top of curb to provide protection from any future cleaning, maintenance or work around the tie.

iii. A minimum of three tie points should reference each centerline monument, whenever possible.

b. Once the construction is complete, the Surveyor shall prepare a revised tie sheet, and file with the City for all monument ties disturbed during the construction.

END OF SECTION

SECTION 01732 POTHOLING

1.1 THE REQUIREMENT

A. The CONTRACTOR shall conduct exploratory excavations by potholing to verify or to discover the actual locations and the size of existing underground utilities and improvements. The CONTRACTOR shall take care not to damage existing facilities during potholing operations. Any utility or existing facility (including those located by Underground Service Alert - USA) within 3 feet of any trench or excavation shall be potholed prior to starting the contract work in the vicinity. Potholing shall be done in each given area where excavation work is to occur at least fourteen (14) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the Work.

B. Potholing shall consist of excavations at the locations of utilities or other underground facilities indicated on the Drawings, located by USA, or as directed by the ENGINEER. All costs of potholing operations for the utilities indicated on the Drawings shall be included in the CONTRACTOR'S Bid.

C. If an allowance for "Additional Potholing" has been established and included in the SCHEDULE OF WORK AND PRICES, this allowance shall only be used to reimburse the CONTRACTOR for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER. If the total cost of the Work directed under the Additional Potholing allowance differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order. The adjustment shall be the difference between the total actual costs and the amount included in the Bid, as an additional amount due to the CONTRACTOR or a credit to the CITY, as appropriate.

D. In addition to the potholes indicated on the Drawings, or directed by the ENGINEER, the CONTRACTOR may opt to do further potholing deemed necessary at no additional cost to the CITY.

E. Potholing operations shall conform to all applicable requirements as to sidewall slopes, sheeting and shoring, and all other excavation and trenching provisions specified herein.

F. Potholes shall be identified and protected in accordance with the Engineer's instructions, the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Standards.

G. The CONTRACTOR'S proposed method of potholing and schedule for potholing shall be submitted to the ENGINEER for approval, at least thirty (30) days prior to the commencement of operation. Any utilities damaged during potholing shall be immediately reported to the ENGINEER and INSPECTOR and repairs made immediately in accordance with the specifications.

H. A complete log of all potholes shall be kept by the CONTRACTOR, showing specific locations and dimensions of trenches. The log shall be verified by the INSPECTOR prior to the backfilling of the potholes. The verified log will be submitted to the ENGINEER and the INSPECTOR within two (2) working days after completion of potholing in each area. Payment for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER will not be made unless these potholes are listed on the verified log.

I. The CONTRACTOR shall record the coordinates, elevations and dimensions of all utilities and improvements verified or discovered by potholing. The records shall be submitted to the ENGINEER within two (2) working days after the completion of potholing in each area. The records shall also include dates of the potholing operations and any additional discovered information or pertinent data.

J. Upon completion of potholing in each area, and after verification of the logs by the INSPECTOR, potholes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the ENGINEER.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

TECHNICAL SPECIFICATIONS

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SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

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APPENDIX

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APPENDIX A
CHECKLIST OF LABOR LAW REQUIREMENTS

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CHECKLIST OF LABOR LAW REQUIREMENTS
TO REVIEW AT JOB CONFERENCE MEETINGS

Name (print) _____Date _____

Company _____Project _____

The Federal and State labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. **Payment of Prevailing Wage Rates**
   The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. **Apprentices**
   It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. **Penalties**
   There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

4. **Certified Payroll Reports**
   Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776. Each contractor and subcontractor shall submit its weekly certified payroll reports to the LCR from the agency no less than weekly or within ten days of request. In the event that there has been no work performed during a given week, the certified payroll report shall be annotated: "No work" for that week. Under Labor Code Section 1776(h) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request. **For projects bidding after April 1, all contractors will need to upload their certified payroll to the Department of Labor Standards Enforcement website. Effective Jan. 1, 2016, ALL projects will require contractors to upload all certified payroll. This requirement is in addition to the request for payrolls by the City of Redlands;

5. **Nondiscrimination in Employment**
   There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

6. **Kickbacks Prohibited**
   Contractors and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

8. Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code 4100 et seq.

9. Properly Licensed and Registered

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq. Contractors and subcontractors are also required to be registered with the Division of Labor Standards Enforcement to work on public works projects in California. Requirements for registration and penalties for not being registered are found in Labor Code 1773.3.

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

11. Workers Compensation Insurance

Labor Code 1861 requires contractors and subcontractors be insured properly for workers compensation.

12. OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

13. Undocumented Workers

Contractors and subcontractors are prohibited by the Federal government against hiring undocumented workers, and must secure proof of eligibility/citizenship from all workers.

14. Itemized Wage Statements

Contractors and subcontractors must provide itemized wage statements to employees per Labor Code 226.

In accordance with Federal and State laws and with the awarding agency contract documents, the undersigned prime contractor wishes to assure the City of Redlands that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

Contractor	**City of Redlands**
_____	_____
Name Printed	Name Printed
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

IMPORTANT NOTICE

New Requirements for Contractors Working on California Public Works / Prevailing Wage Projects

Significant changes in prevailing wage law have recently been made that affect all contractors working on Public Works Projects within California. Please note the following important information:

CONTRACTOR REGISTRATION REQUIREMENT

By April 1, 2015, all contractors must be registered with the Division of Labor Standards Enforcement (DLSE) to work on public works projects in California.

WHO must register?
All contractors and subcontractors working on public works projects in California must be registered. This includes prime contractors, subcontractors and sole owner/operators- everyone performing labor on a public works project.

WHEN is registration required?
Contractors must be registered with the DLSE to bid on all public works projects that bid after March 1, 2015. All contractors working on public works projects must be registered by April 1, 2015. Registration is valid until June 30 of each year and may be renewed annually. Registrations are currently being accepted.

WHERE do I register?
Registration is done online at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

HOW MUCH is the fee?
Contractor registration fee is currently set at $300 but may increase each year. This fee shall be paid during the initial registration and each annual renewal.

DO I qualify for registration?
Contractors will need to meet minimum qualification standards to be registered. These include:

- Be properly licensed with the Contractors State License Board for your trade.
- Provide evidence of workers compensation insurance (if applicable).
- Be in good standing (Have no outstanding liabilities for wages, damages, penalties due to an employee or the State, may not be under State or Federal debarment).

WHAT happens if I don't register?
Unregistered contractors working on or bidding for public works projects will be subject to an immediate $2,000 fine and the $300 registration fee to continue working on the project. Unregistered contractors may be removed from the project by the Awarding Agency. Contractors found working on public works projects without being registered also risk not being approved for registration by DLSE.

ELECTRONIC CERTIFIED PAYROLL REPORTING REQUIREMENTS

Prevailing wage law has been changed to require contractors to submit certified payrolls electronically to the DLSE.

WHO is required to submit certified payrolls?
All contractors, subcontractors and sole owner/operators will be required to submit certified payrolls electronically to the DLSE.

WHEN do I need to submit certified payrolls electronically?
If your project is awarded after April 1, 2015, electronic payroll submission is required immediately. Otherwise, electronic payroll submission will be required for all projects awarded on or after January 1, 2016.

WHERE do I submit my certified payrolls?
For now, certified payrolls can be submitted by contractors to the DLSE at: https://apps.dir.ca.gov/ecpr/DAS/AltLogin This website address will change when the DLSE implements their online electronic database system which still has not been developed. Alliant will notify contractors when this system is available.

DO I still need to submit hard copy certified payrolls?
The City of Redlands will still require hard copy submission of certified payroll reports per your contract. The requirement to submit certified payrolls electronically to the DLSE does not replace the requirement for contractors to submit payrolls to the City of Redlands.

Contact the City of Redlands regarding any questions you may have regarding the new requirements for contractor registration or online submission of certified payroll: (909) 798-7698.

PUBLIC WORKS CONTRACT AWARD INFORMATION (DAS-140)

This is not a request for dispatch of apprentices.

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: **http://www.dir.ca.gov/das/PublicWorksForms.htm** for information about programs in your area and trade. The information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTORS STATE LICENSE NO.
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME AND ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT WAS EXECUTED
	DATE OF EXPECTED/ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMAN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME AND ADDRESS OF APPRENTICESHIP PROGRAM(S)	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE/ACTUAL DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of the Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their standards. (Enter name of Committee)

2. ☐ We will comply with the standards of_____ Apprenticeship Committee for the duration of this job only. (Enter name of Committee)

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

_____
Signature Date

_____
Typed Name

_____
Title

DAS-140 FORM - PUBLIC WORKS CONTRACT AWARD INFORMATION

(Title 8, California Code of Regulations, Section 230)
(California Labor Code, Section 1777.5 (e))

SUBMIT CONTRACT AWARD INFORMATION

Prior to commencing work on a contract for Public Works **every** Contractor shall provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade in the area of the site of the public works project that has approved the contractor to train apprentices. Contractors who are not already approved to train by an apprenticeship program sponsor shall provide contract award information to **all** of the applicable apprenticeship committees whose geographic area of operation includes the area of the public works project. This contract award information shall be in writing on a DAS Form 140, Public Works Contract Award Information or a letter which includes the following information:

(1) Contractor's name, address, telephone number and state license number;
(2) The full name and address of the public work awarding agency;
(3) The exact location of the public work site;
(4) Date of the contract award;
(5) Expected start date of the work;
(6) Estimated journeyman hours;
(7) Occupation of Apprentice;
(8) Approximate number of apprentices to be employed; and
(9) Approximate dates apprentices will be employed.

This information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.
Failure to provide contract award information, which is known by the awarded contractor, shall be deemed to be a continuing violation for the duration of the contract, ending when a Notice of Completion is filed by the Awarding Body, for the purpose of determining the accrual of penalties under Labor Code Section 1777.7.

THE TOP SECTION OF THE FORM COMPLETELY FILLED OUT will provide the information required pursuant to California Labor Code Section 1777.5 and California Code of Regulations Section 230.1.

LOWER SECTION OF THE FORM Check an appropriate box (#1, 2 or 3) for your status.

In addition to the "ORIGINAL(S)" mailed to all applicable Apprenticeship Committees, a copy of this information shall also be submitted to the City of Redlands.

NOTE: The filing of a DAS 140 is not a request for the dispatch of registered apprentices

CONTRACTOR FRINGE BENEFIT STATEMENT

Project Name:	Project Location:	Today's Date:
Contractor / Subcontractor Name:	Business Address:	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. Please Include Apprentice Rates.

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Print Name and Title	Signature and Date (Wet Signature Required)

California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR: OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.: SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:

WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:

PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

Form A-131 (New 2-80)

Statement of Compliance

Date:_____

I _____, the undersigned, am the _____ with the authority to act for and on
(Print Name) (Position in Business)
behalf of _____ certify under penalty of perjury that the records commencing on _____ and ending on _____ submitted herein and consisting of ____ pages are the originals, full and corrected documents, which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individuals names,

(1) That this employer has complied with the requirements of the California Labor Code Sections. 1771, 1811, and 1815 for all performed on this public works project, and that the classifications set forth therein for each trade rate conform with the work Performed.
(2) That any apprentices employed in the above period are duly registered to a bona fide apprenticeship program registered with the State of California's Division of Apprenticeship Standards.

PAYROLL/OTHER DEDUCTIONS

1. I herein certify the *full* and complete Prevailing Wages were paid as currently published and posted by the Director of Industrial Relations, State of California and only deductions as authorized under the laws of the State *of* California or the laws of United States of America have been made from these sums.
2. All other deductions are clearly listed for each employee on an attachment as required by the Director of Industrial Relations, State of California.

OPTIONAL BENEFIT PLANS

I herein certify that all employee deductions for benefit plans are authorized and the employee(s) are signed up for the plan(s) and are receiving the benefit(s) of the plan(s) listed.

☐ WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above payroll, payment of fringe benefits as listed in the contract have or will be made to the appropriate programs for the benefit of such employees, except as noted below.

☐ WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above payroll has been paid as indicated on the payroll, an amount not less the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the determination for the craft, except as noted below,

Exception(s)

Craft Explanation

Craft Explanation

Craft Explanation

Remarks

I herein certify under the penalty of perjury all of the above is true and correct as submitted.

Name **Signature**

Date **Payroll #**

CONTRACTOR INFORMATION SHEET

Job Name: _____ Category: _____

Prime Contractor: _____

Subcontractor: _____ License#: _____

Address: _____

Phone #: _____ Payroll Report Contact: _____

Email Address: _____

Fax #: _____ Contract Amount: _____

Estimated Start Date: _____ Estimated End Date: _____

ANTICIPATED TRADES/CLASSIFICATIONS:

_____ _____

_____ _____

_____ _____

SUB-CONTRACTORS (if applicable)

Name: License #: Phone/ Fax #: Contact:

_____

_____

_____

2N

APPENDIX B

CITY OF REDLANDS WORKDAY CONSTRUCTION SCHEDULE

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CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

2024

APPENDIX B

CONSTRUCTION WORKDAY CALENDAR

JANUARY

S	M	T	W	T	F	S
	1 / 1	2 / 2	3 / 3	4 / 4	5 / 5	6 / 6
7 / 7	8 / 8	9 / 9	10 / 10	11 / 11	12 / 12	13 / 13
14 / 14	15 / 15	16 / 16	17 / 17	18 / 18	19 / 19	20 / 20
21 / 21	22 / 22	23 / 23	24 / 24	25 / 25	26 / 26	27 / 27
28 / 28	29 / 29	30 / 30	31 / 31			

FEBRUARY

S	M	T	W	T	F	S
				1 / 32	2 / 33	3 / 34
4 / 35	5 / 36	6 / 37	7 / 38	8 / 39	9 / 40	10 / 41
11 / 42	12 / 43	13 / 44	14 / 45	15 / 46	16 / 47	17 / 48
18 / 49	19 / 50	20 / 51	21 / 52	22 / 53	23 / 54	24 / 55
25 / 56	26 / 57	27 / 58	28 / 59	29 / 60		

MARCH

S	M	T	W	T	F	S
					1 / 61	2 / 62
3 / 63	4 / 64	5 / 65	6 / 66	7 / 67	8 / 68	9 / 69
10 / 70	11 / 71	12 / 72	13 / 73	14 / 74	15 / 75	16 / 76
17 / 77	18 / 78	19 / 79	20 / 80	21 / 81	22 / 82	23 / 83
24 / 84	25 / 85	26 / 86	27 / 87	28 / 88	29 / 89	30 / 90
31 / 91						

APRIL

S	M	T	W	T	F	S
	1 / 92	2 / 93	3 / 94	4 / 95	5 / 96	6 / 97
7 / 98	8 / 99	9 / 100	10 / 101	11 / 102	12 / 103	13 / 104
14 / 105	15 / 106	16 / 107	17 / 108	18 / 109	19 / 110	20 / 111
21 / 112	22 / 113	23 / 114	24 / 115	25 / 116	26 / 117	27 / 118
28 / 119	29 / 120	30 / 121				

MAY

S	M	T	W	T	F	S
			1 / 122	2 / 123	3 / 124	4 / 125
5 / 126	6 / 127	7 / 128	8 / 129	9 / 130	10 / 131	11 / 132
12 / 133	13 / 134	14 / 135	15 / 136	16 / 137	17 / 138	18 / 139
19 / 140	20 / 141	21 / 142	22 / 143	23 / 144	24 / 145	25 / 146
26 / 147	27 / 148	28 / 149	29 / 150	30 / 151	31 / 152	

JUNE

S	M	T	W	T	F	S
						1 / 153
2 / 154	3 / 155	4 / 156	5 / 157	6 / 158	7 / 159	8 / 160
9 / 161	10 / 162	11 / 163	12 / 164	13 / 165	14 / 166	15 / 167
16 / 168	17 / 169	18 / 170	19 / 171	20 / 172	21 / 173	22 / 174
23 / 175	24 / 176	25 / 177	26 / 178	27 / 179	28 / 180	29 / 181
30 / 182						

JULY

S	M	T	W	T	F	S
	1 / 183	2 / 184	3 / 185	4 / 186	5 / 187	6 / 188
7 / 189	8 / 190	9 / 191	10 / 192	11 / 193	12 / 194	13 / 195
14 / 196	15 / 197	16 / 198	17 / 199	18 / 200	19 / 201	20 / 202
21 / 203	22 / 204	23 / 205	24 / 206	25 / 207	26 / 208	27 / 209
28 / 210	29 / 211	30 / 212	31 / 213			

AUGUST

S	M	T	W	T	F	S
				1 / 214	2 / 215	3 / 216
4 / 217	5 / 218	6 / 219	7 / 220	8 / 221	9 / 222	10 / 223
11 / 224	12 / 225	13 / 226	14 / 227	15 / 228	16 / 229	17 / 230
18 / 231	19 / 232	20 / 233	21 / 234	22 / 235	23 / 236	24 / 237
25 / 238	26 / 239	27 / 240	28 / 241	29 / 242	30 / 243	31 / 244

SEPTEMBER

S	M	T	W	T	F	S
1 / 245	2 / 246	3 / 247	4 / 248	5 / 249	6 / 250	7 / 251
8 / 252	9 / 253	10 / 254	11 / 255	12 / 256	13 / 257	14 / 258
15 / 259	16 / 260	17 / 261	18 / 262	19 / 263	20 / 264	21 / 265
22 / 266	23 / 267	24 / 268	25 / 269	26 / 270	27 / 271	28 / 272
29 / 273	30 / 274					

OCTOBER

S	M	T	W	T	F	S
		1 / 275	2 / 276	3 / 277	4 / 278	5 / 279
6 / 280	7 / 281	8 / 282	9 / 283	10 / 284	11 / 285	12 / 286
13 / 287	14 / 288	15 / 289	16 / 290	17 / 291	18 / 292	19 / 293
20 / 294	21 / 295	22 / 296	23 / 297	24 / 298	25 / 299	26 / 300
27 / 301	28 / 302	29 / 303	30 / 304	31 / 305		

NOVEMBER

S	M	T	W	T	F	S
					1 / 306	2 / 307
3 / 308	4 / 309	5 / 310	6 / 311	7 / 312	8 / 313	9 / 314
10 / 315	11 / 316	12 / 317	13 / 318	14 / 319	15 / 320	16 / 321
17 / 322	18 / 323	19 / 324	20 / 325	21 / 326	22 / 327	23 / 328
24 / 329	25 / 330	26 / 331	27 / 332	28 / 333	29 / 334	30 / 335

DECEMBER

S	M	T	W	T	F	S
1 / 336	2 / 337	3 / 338	4 / 339	5 / 340	6 / 341	7 / 342
8 / 343	9 / 344	10 / 345	11 / 346	12 / 347	13 / 348	14 / 349
15 / 350	16 / 351	17 / 352	18 / 353	19 / 354	20 / 355	21 / 356
22 / 357	23 / 358	24 / 359	25 / 360	26 / 361	27 / 362	28 / 363
29 / 364	30 / 365	31 / 366				

City Holiday

CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

2025

APPENDIX B

CONSTRUCTION WORKDAY CALENDAR

JANUARY

S	M	T	W	T	F	S
			1 1	2 2	3 3	4 4
5 5	6 6	7 7	8 8	9 9	10 10	11 11
12 12	13 13	14 14	15 15	16 16	17 17	18 18
19 19	20 20	21 21	22 22	23 23	24 24	25 25
26 26	27 27	28 28	29 29	30 30	31 31	

FEBRUARY

S	M	T	W	T	F	S
						1 32
2 33	3 34	4 35	5 36	6 37	7 38	8 39
9 40	10 41	11 42	12 43	13 44	14 45	15 46
16 47	17 48	18 49	19 50	20 51	21 52	22 53
23 54	24 55	25 56	26 57	27 58	28 59	

MARCH

S	M	T	W	T	F	S
						1 60
2 61	3 62	4 63	5 64	6 65	7 66	8 67
9 67	10 69	11 70	12 71	13 72	14 73	15 74
16 75	17 76	18 77	19 78	20 79	21 80	22 81
23 82	24 83	25 84	26 85	27 86	28 87	29 88
30 89	31 90					

APRIL

S	M	T	W	T	F	S
		1 91	2 92	3 93	4 94	5 95
6 96	7 97	8 98	9 99	10 100	11 101	12 102
13 103	14 104	15 105	16 106	17 107	18 108	19 109
20 110	21 111	22 112	23 113	24 114	25 115	26 116
27 117	28 118	29 119	30 120			

MAY

S	M	T	W	T	F	S
				1 121	2 122	3 123
4 124	5 125	6 126	7 127	8 128	9 129	10 130
11 131	12 132	13 133	14 134	15 135	16 136	17 137
18 138	19 139	20 140	21 141	22 142	23 143	24 144
25 145	26 146	27 147	28 148	29 149	30 150	31 151

JUNE

S	M	T	W	T	F	S
1 152	2 153	3 154	4 155	5 156	6 157	7 158
8 159	9 160	10 161	11 162	12 163	13 164	14 165
15 166	16 167	17 168	18 169	19 170	20 171	21 172
22 173	23 174	24 175	25 176	26 177	27 178	28 179
29 180	30 181					

JULY

S	M	T	W	T	F	S
		1 182	2 183	3 184	4 185	5 186
6 187	7 188	8 189	9 190	10 191	11 192	12 193
13 194	14 195	15 196	16 197	17 198	18 199	19 200
20 201	21 202	22 203	23 204	24 205	25 206	26 207
27 208	28 209	29 210	30 211	31 212		

AUGUST

S	M	T	W	T	F	S
					1 213	2 214
3 215	4 216	5 217	6 218	7 219	8 220	9 221
10 222	11 223	12 224	13 225	14 226	15 227	16 228
17 229	18 230	19 231	20 232	21 233	22 234	23 235
24 236	25 237	26 238	27 239	28 240	29 241	30 242
31 243						

SEPTEMBER

S	M	T	W	T	F	S
	1 244	2 245	3 246	4 247	5 248	6 249
7 250	8 251	9 252	10 253	11 254	12 255	13 256
14 257	15 258	16 259	17 260	18 261	19 262	20 263
21 264	22 265	23 266	24 267	25 268	26 269	27 270
28 271	29 272	30 273				

OCTOBER

S	M	T	W	T	F	S
			1 274	2 275	3 276	4 277
5 278	6 279	7 280	8 281	9 282	10 283	11 284
12 285	13 286	14 287	15 288	16 289	17 290	18 291
19 292	20 293	21 294	22 295	23 296	24 297	25 298
26 299	27 300	28 301	29 302	30 303	31 304	

NOVEMBER

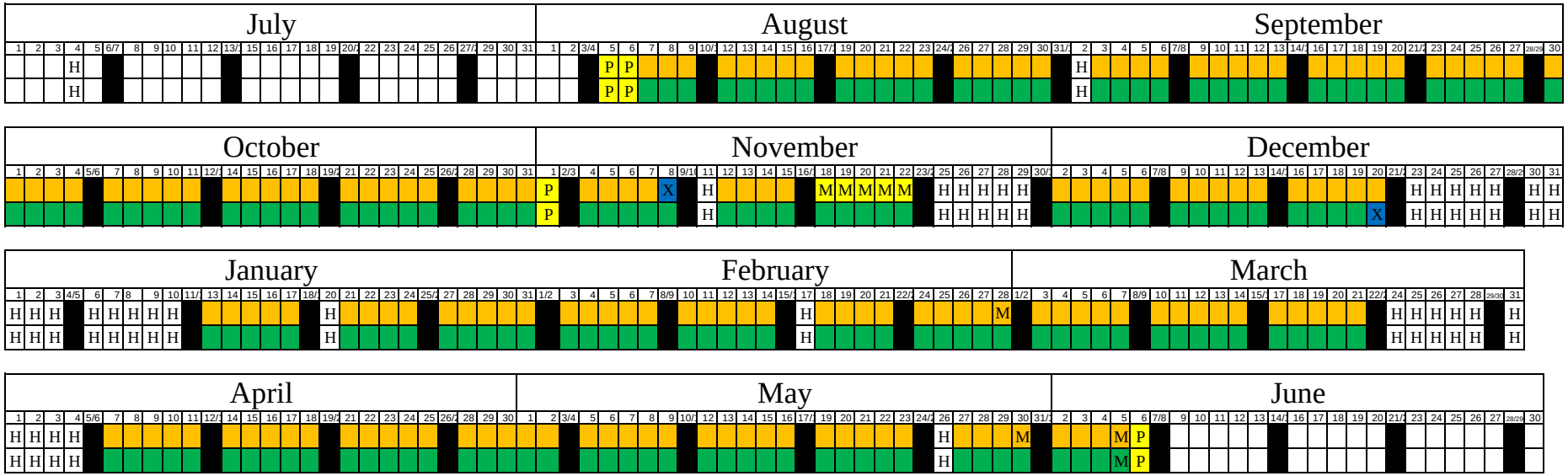
S	M	T	W	T	F	S
						1 305
2 306	3 307	4 308	5 309	6 310	7 311	8 312
9 313	10 314	11 315	12 316	13 317	14 318	15 319
16 320	17 321	18 322	19 323	20 324	21 325	22 326
23 327	24 328	25 329	26 330	27 331	28 332	29 333
30 334						

DECEMBER

S	M	T	W	T	F	S
	1 335	2 336	3 337	4 338	5 339	6 340
7 341	8 342	9 343	10 344	11 345	12 346	13 347
14 348	15 349	16 350	17 351	18 352	19 353	20 354
21 355	22 356	23 357	24 358	25 359	26 360	27 361
28 362	29 363	30 364	31 365			

City Holiday

REDLANDS UNIFIED SCHOOL DISTRICT
STUDENT ATTENDANCE CALENDAR
2024-2025
ALL REDLANDS SCHOOLS



Elementary
Secondary

P Staff Professional Day (No Students In Attendance)
M Minimum Day - Conferences/Report Card Preparation
H Holiday (No Students In Attendance)
X Report Card Day (No Students In Attendance)

Student Attendance Days - 180
Teacher Attendance Days - 185

End of Quarter and Semester Dates - Grades TK/K and 6-12

Quarter 1 - October 4
42 days
Quarter 2 / Semester 1 - December 19
47 days Quarter 2
89 days Semester 1
Quarter 3 - March 21
48 days
Quarter 4 / Semester 2 / End of year - June 5
43 days Quarter 4
91 days Semester 2

End of Trimester Dates - Grades 1-5

Trimester 1 - November 1
61 days
Trimester 2 - February 28
61 days
Trimester 3 - June 5
58 days

H - Holidays - NO ATTENDANCE

LABOR DAY	September 2
VETERANS DAY	November 11
THANKSGIVING RECESS	November 25 - 29
WINTER RECESS	December 23 - January 10
MARTIN LUTHER KING DAY	January 20
PRESIDENTS' DAY	February 17
SPRING BREAK	March 24 - April 4
MEMORIAL DAY	May 26

Board Approved: January 9, 2024

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APPENDIX C

STANDARD DRAWING

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

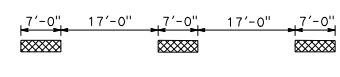
REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

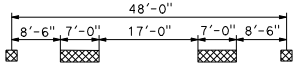
TO ACCOMPANY PLANS DATED _____

CENTERLINES
(2 LANE HIGHWAYS)

DETAIL 1



DETAIL 2



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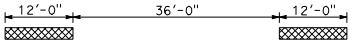
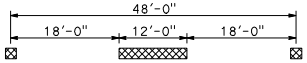
~~DETAIL 4~~ DETAIL 4 DELETED

DETAIL 5



DETAIL 6



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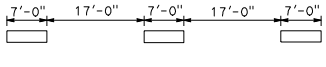
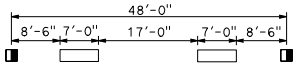
LANELINES
(MULTILANE HIGHWAYS)

DETAIL 8



DETAIL 9



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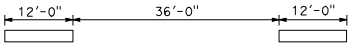
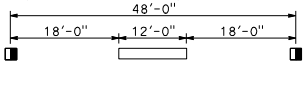
DETAIL 11



LANELINES (Cont)
(MULTILANE HIGHWAYS)

DETAIL 12



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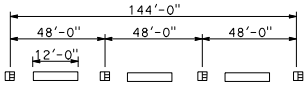
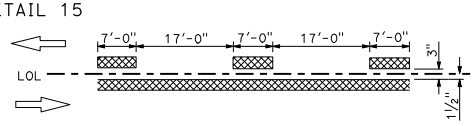
DETAIL 14A

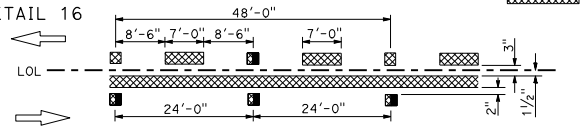


NO PASSING ZONES-ONE DIRECTION

DETAIL 15



DETAIL 16



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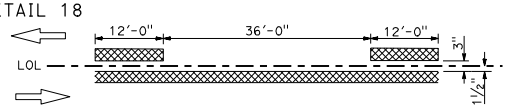
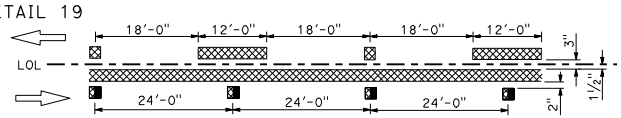
DETAIL 18



DETAIL 19



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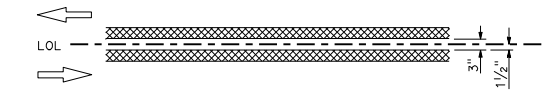
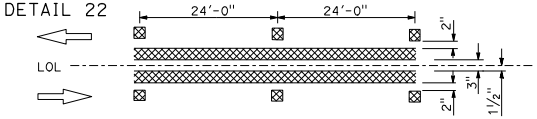
NO PASSING ZONES-TWO DIRECTION

DETAIL 21



DETAIL 22



~~DETAIL 23~~ DETAIL 23 DELETED

LEGEND

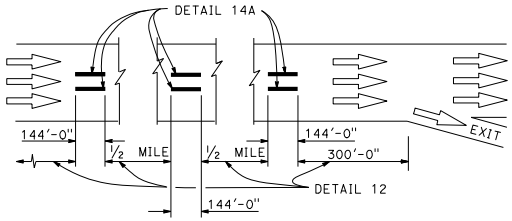
MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

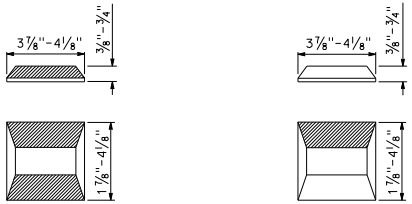
LINES

- 6" WHITE
- 6" YELLOW

TYPICAL LANE LINE DELINEATION IN ADVANCE OF EXIT RAMP



MARKER DETAILS



TYPE C AND TYPE D TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A20A DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20A
DATED OCTOBER 30, 2015 - PAGE 12 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20A

2015 REVISED STANDARD PLAN RSP A20A

5-19-17

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER Atifa Ferouz No. C80402 Exp. 3-31-19 CIVIL STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

TO ACCOMPANY PLANS DATED _____

LEGEND

MARKERS

TYPE D TWO-WAY YELLOW RETROREFLECTIVE

TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

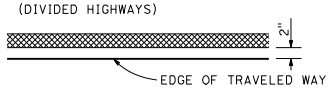
6" WHITE

6" YELLOW

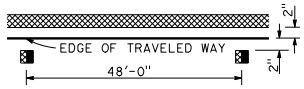
LEFT EDGELINES

(DIVIDED HIGHWAYS)

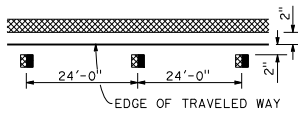
DETAIL 24



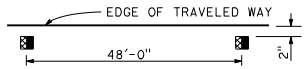
DETAIL 25



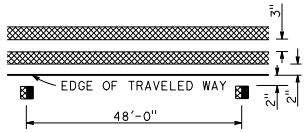
DETAIL 25A



DETAIL 26

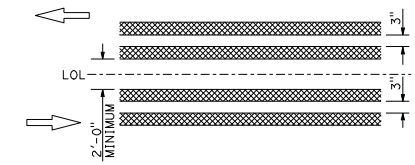


DETAIL 27

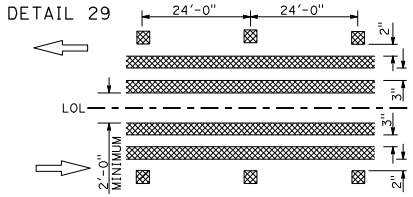


MEDIAN ISLANDS

DETAIL 28



DETAIL 29

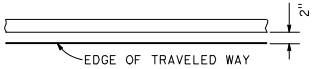


~~DETAIL 30~~ DETAIL 30 DELETED

RIGHT EDGELINES

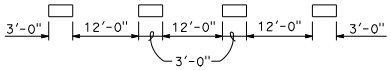
~~DETAIL 27A~~ DETAIL 27A DELETED

DETAIL 27B



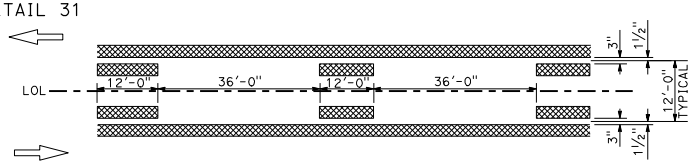
RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS

DETAIL 27C

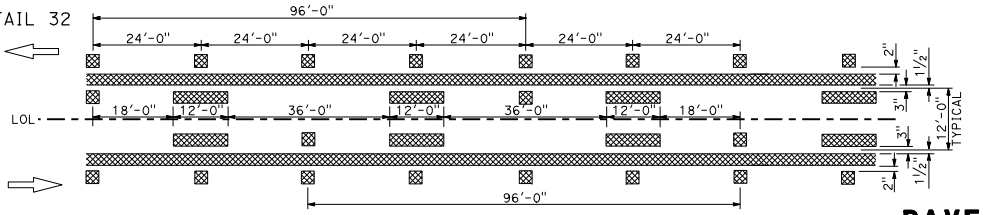


TWO-WAY LEFT TURN LANES

DETAIL 31



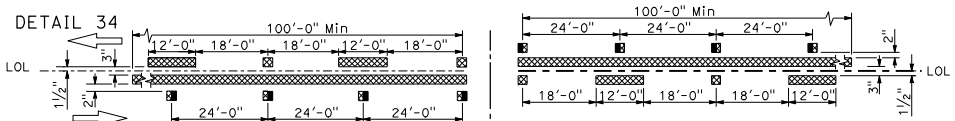
DETAIL 32



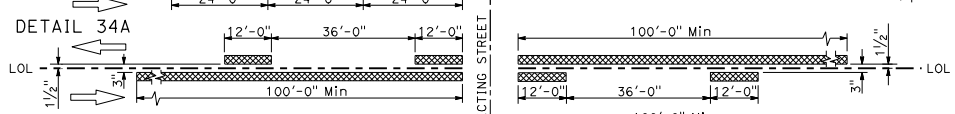
~~DETAIL 33~~ DETAIL 33 DELETED

INTERSECTION TREATMENTS

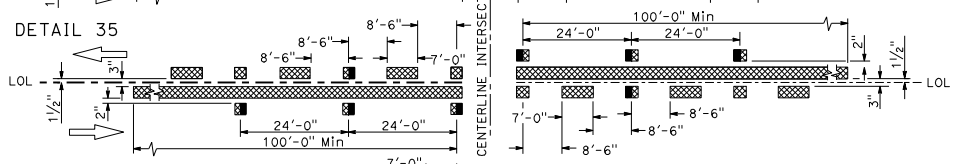
DETAIL 34



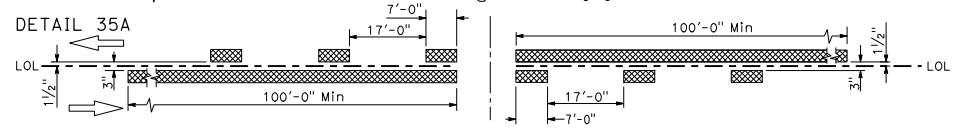
DETAIL 34A



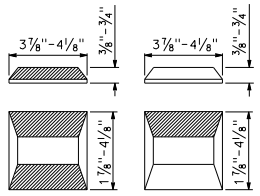
DETAIL 35



DETAIL 35A



MARKER DETAILS



TYPE D TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A20B DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20B
DATED OCTOBER 30, 2015 - PAGE 13 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20B

2015 REVISED STANDARD PLAN RSP A20B

5-19-17

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

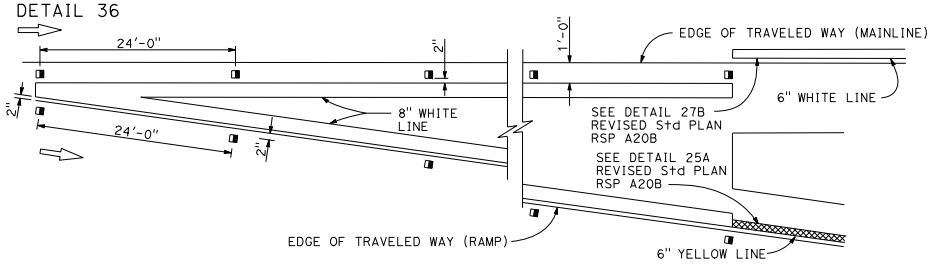
REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

TO ACCOMPANY PLANS DATED _____

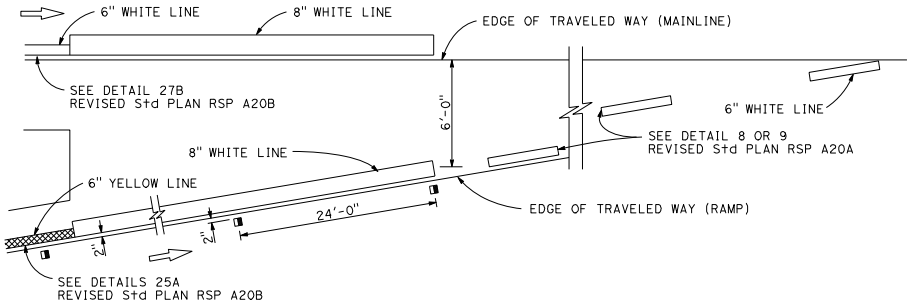
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT

DETAIL 36



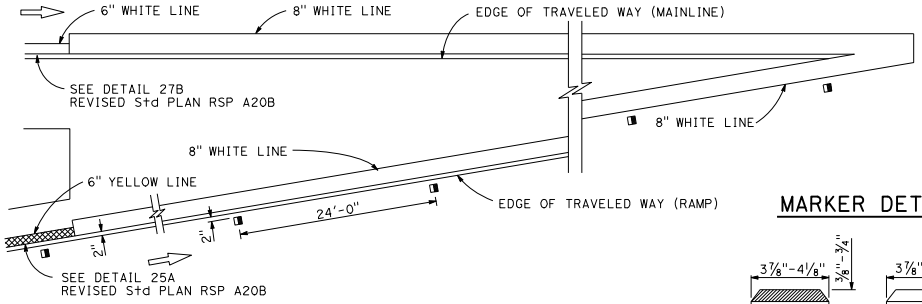
ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT

DETAIL 36A



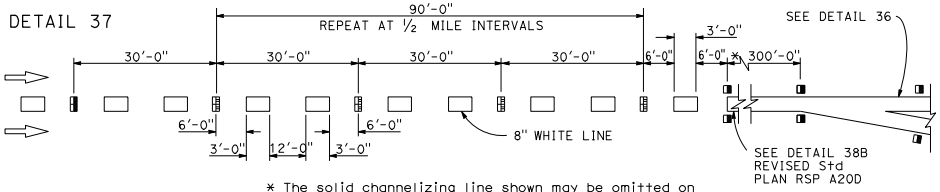
ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT

DETAIL 36B



LANE DROP AT EXIT RAMPS

DETAIL 37

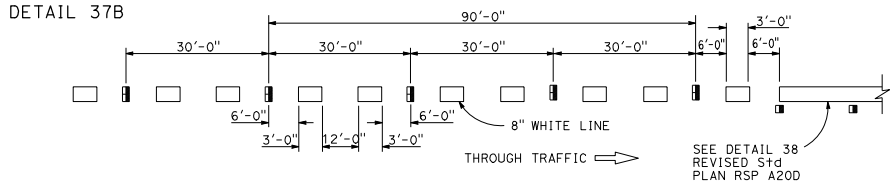


* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

~~DETAIL 37A~~ DETAIL 37A DELETED

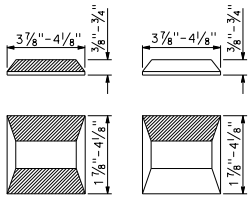
LANE DROP AT INTERSECTIONS

DETAIL 37B



~~DETAIL 37C~~ DETAIL 37C DELETED

MARKER DETAILS



TYPE C TYPE G

RETROREFLECTIVE FACE

LEGEND:

MARKERS

TYPE C RED-CLEAR RETROREFLECTIVE

TYPE G ONE-WAY CLEAR RETROREFLECTIVE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A20C DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20C
DATED OCTOBER 30, 2015 - PAGE 14 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20C

2015 REVISED STANDARD PLAN RSP A20C

3-21-17

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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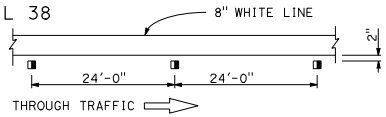
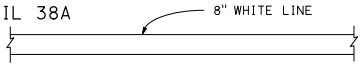
TO ACCOMPANY PLANS DATED _____

CHANNELIZING LINE

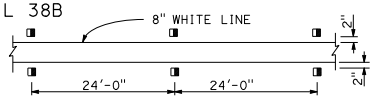
DETAIL 38



DETAIL 38A



DETAIL 38B



~~DETAIL 38C~~ DETAIL 38C DELETED

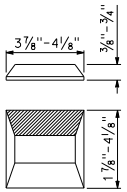
LEGEND

MARKERS

TYPE G ONE-WAY CLEAR RETROREFLECTIVE

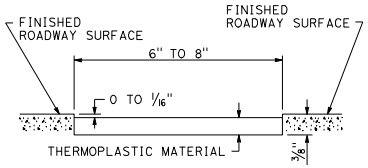
6" YELLOW LINE

MARKER DETAILS



TYPE G

RETROREFLECTIVE FACE



DETAIL FOR RECESSED THERMOPLASTIC TRAFFIC STRIPE

See Notes A and B.

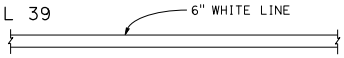
RECESSED THERMOPLASTIC NOTES

A. See typical traffic line details for pavement marking patterns.

B. The top of the thermoplastic installed in recessed pavement shall be 0 to 1/16" below the pavement surface.

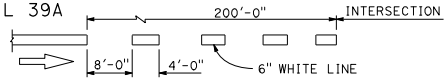
BIKE LANE LINE

DETAIL 39



INTERSECTION LINE
BIKE LANE

DETAIL 39A



LANE LINE EXTENSIONS THROUGH INTERSECTIONS

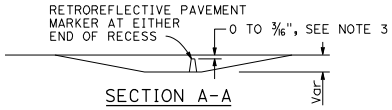
DETAIL 40

~~DETAIL 40A~~ DETAIL 40A DELETED

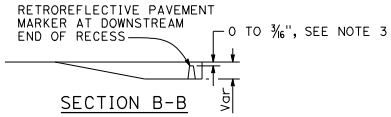
CENTER LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 41

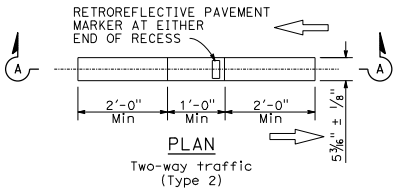
~~DETAIL 41A~~ DETAIL 41A DELETED



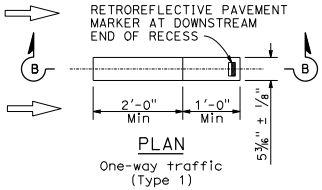
SECTION A-A



SECTION B-B

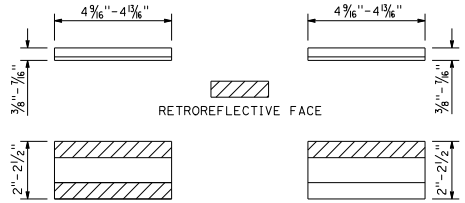


PLAN
Two-way traffic
(Type 2)



PLAN
One-way traffic
(Type 1)

RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER



TYPE C AND TYPE D TYPE G AND TYPE H

See Notes 1 and 2.

RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

RECESSED MARKER NOTES:

1. See typical traffic line details for marker patterns to be used with recessed pavement markers. Detail 14A requires a Type 2 recess.
2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
3. The top of pavement markers installed in recesses shall be 0 to 3/16" below the pavement surface.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

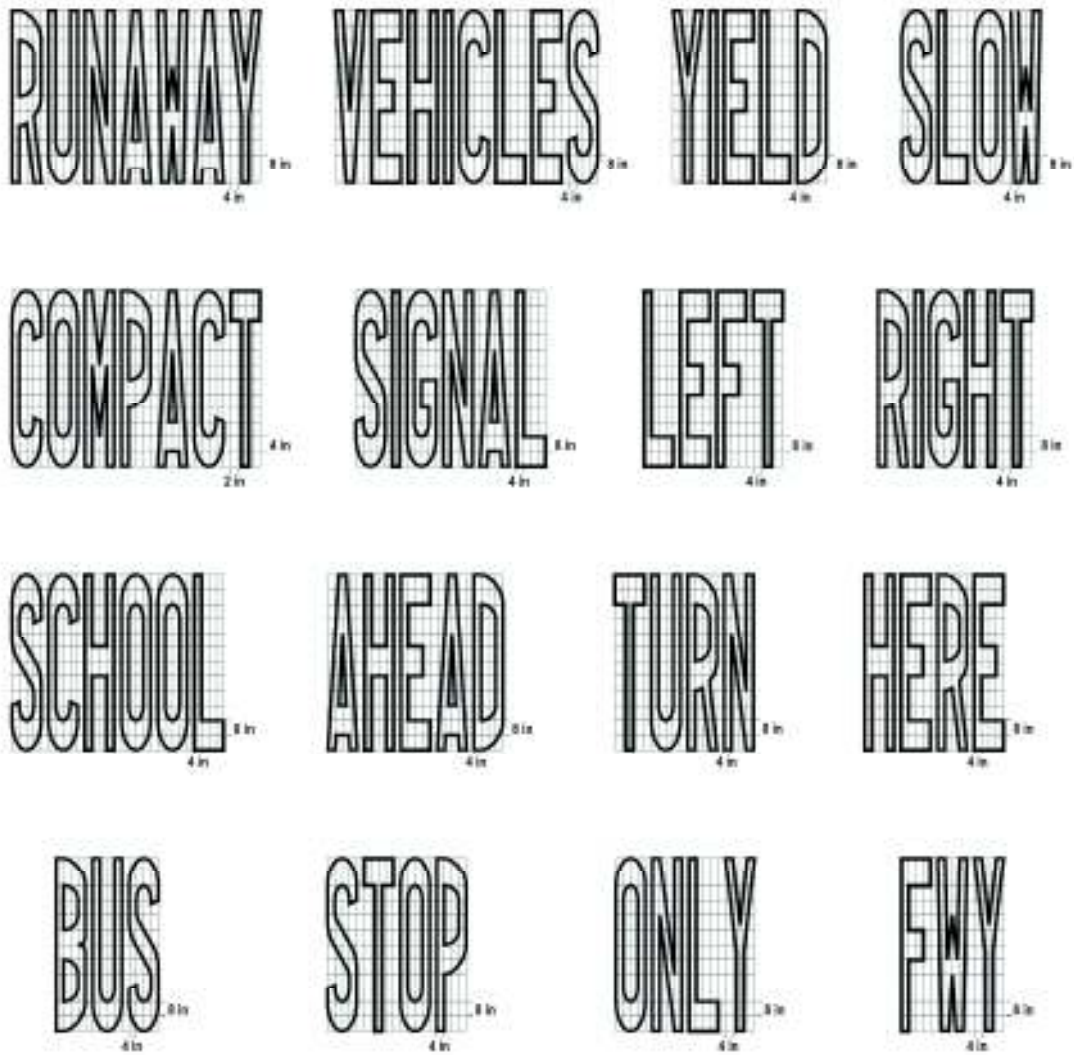
RSP A20D DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20D
DATED OCTOBER 30, 2015 - PAGE 15 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20D

2015 REVISED STANDARD PLAN RSP A20D

3-13-17

Figure 3B-23 (CA). Examples of Elongated Letters for Word Pavement Markings (Sheet 1 of 2)

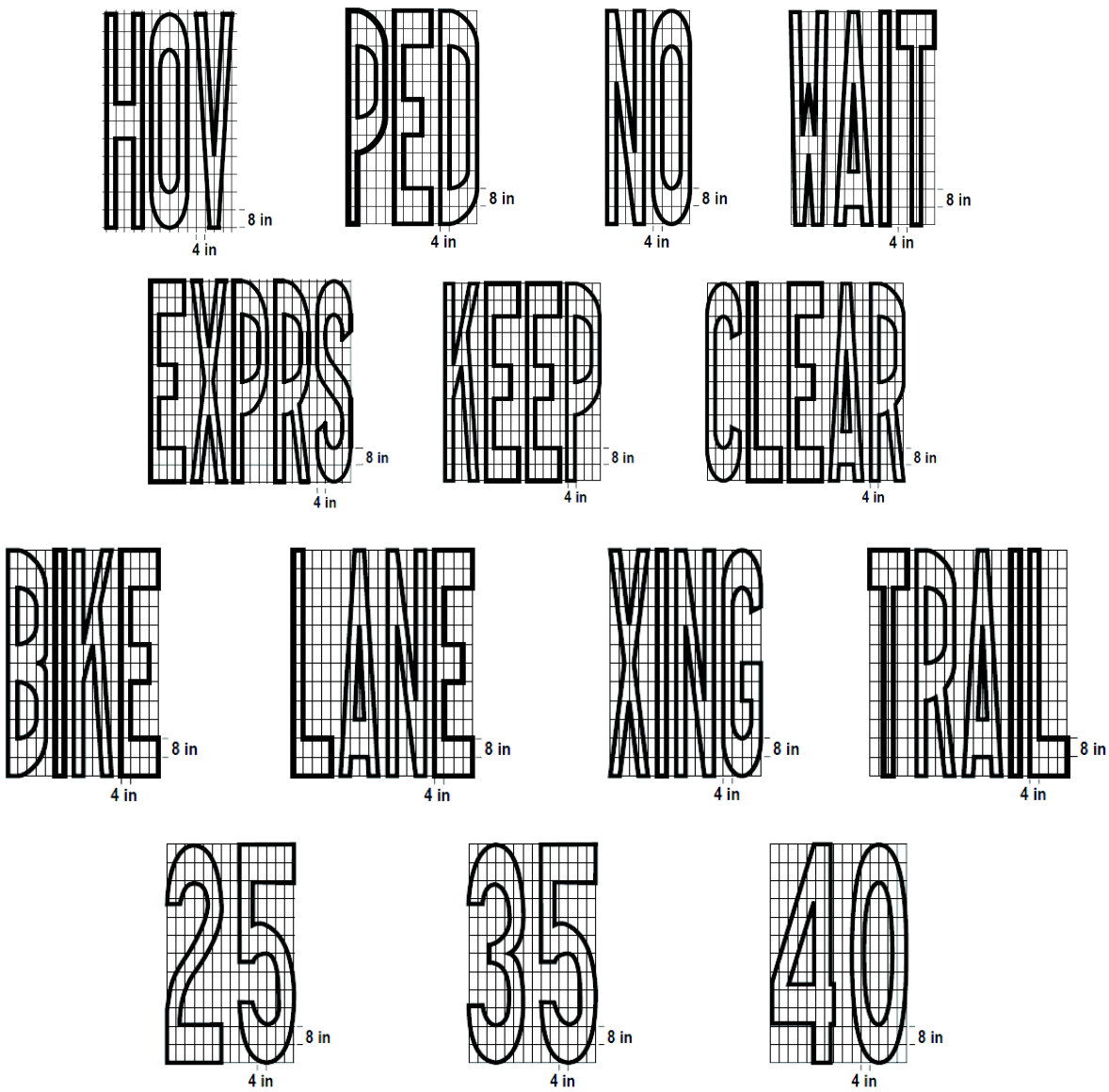


NOT TO SCALE

NOTES:

1. All letters and numerals should be in conformance with the standard alphabets for highway signs and pavement markings approved by Department of Transportation.
2. The design details for various words are also shown in Department of Transportation's Standard Plans.

Figure 3B-23 (CA). Examples of Elongated Letters for Word Pavement Markings (Sheet 2 of 2)

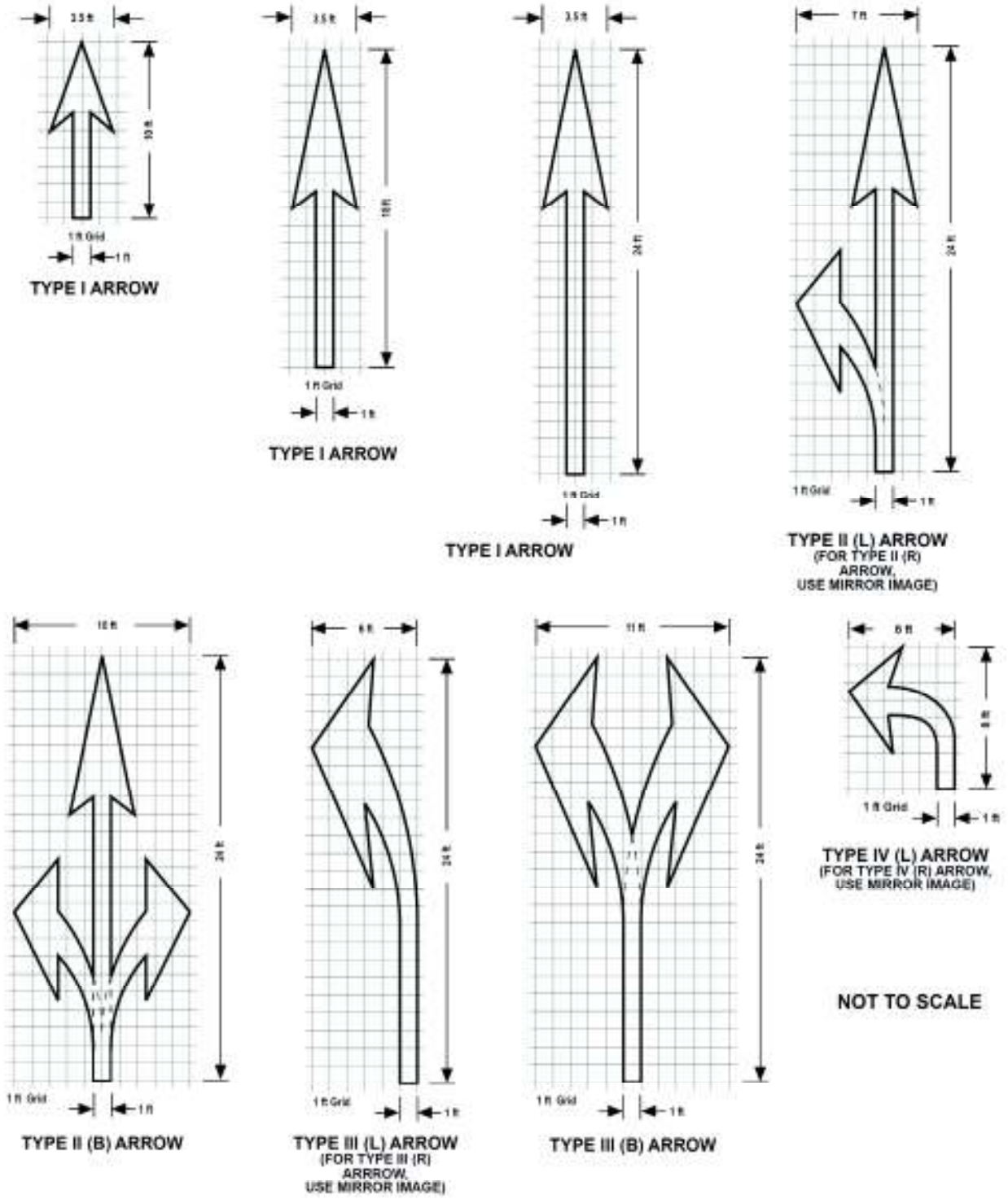


NOT TO SCALE

NOTES:

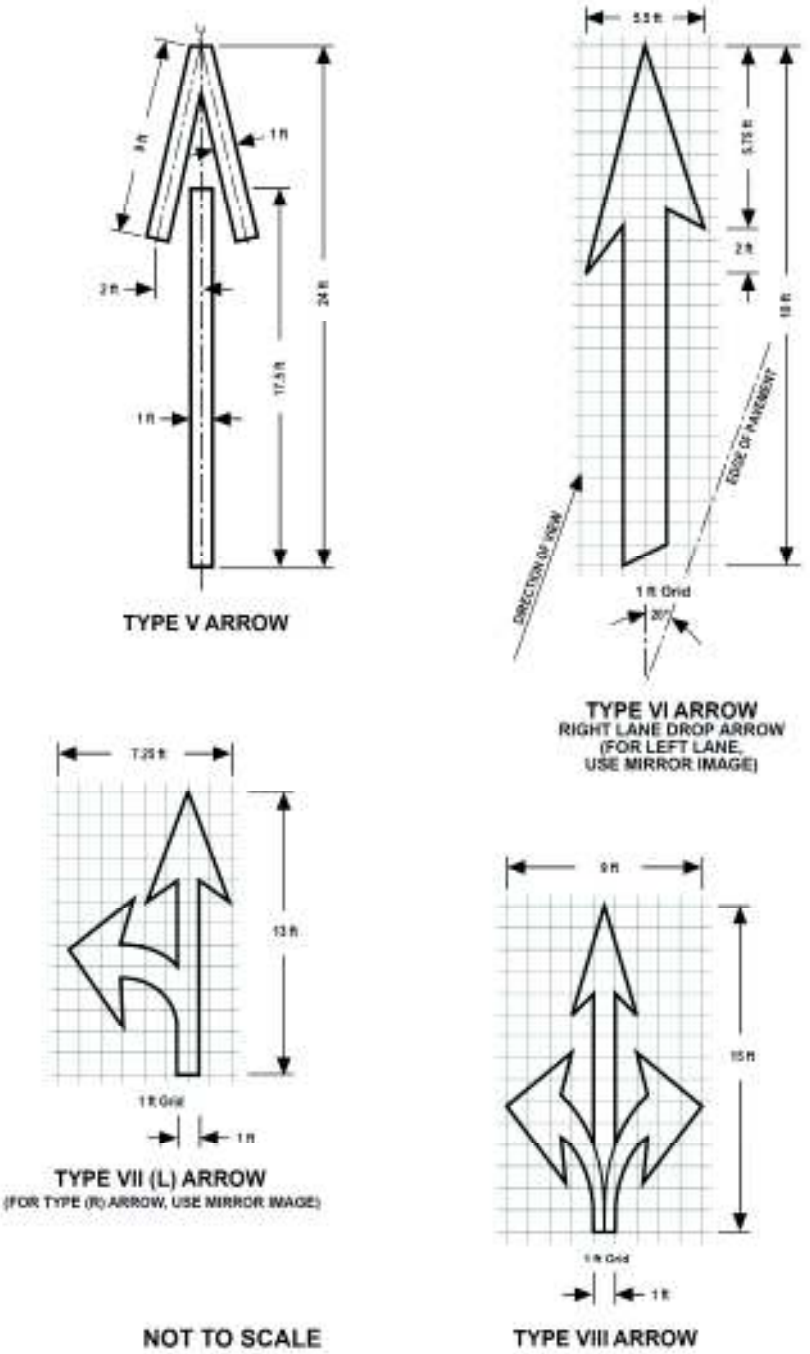
1. All letters and numerals should be in conformance with the standard alphabets for highway signs and pavement markings approved by Department of Transportation.
2. The design details for various words are also shown in Department of Transportation's Standard Plans.

Figure 3B-24 (CA). Examples of Standard Arrows for Pavement Markings (Sheet 1 of 8)



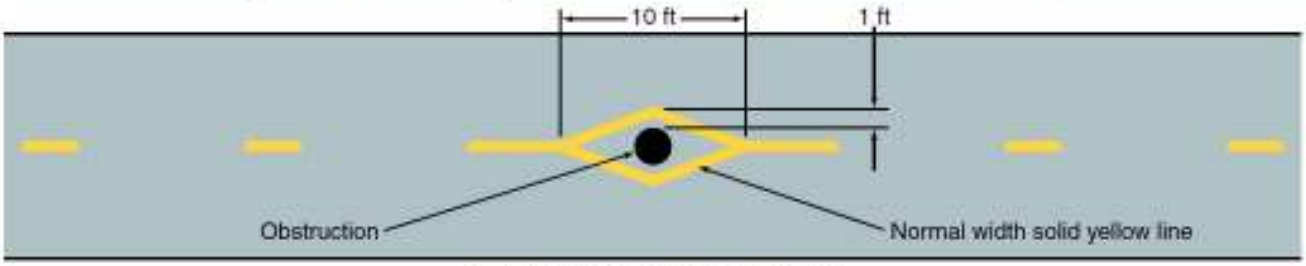
NOTE: The design details for various arrows are also shown in Department of Transportation's Standard Plans.

Figure 3B-24 (CA). Examples of Standard Arrows for Pavement Markings (Sheet 2 of 8)

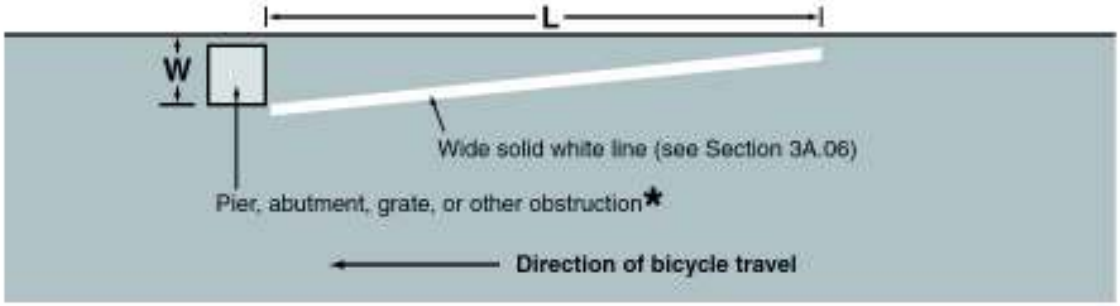


NOTE: The design details for various arrows are also shown in Department of Transportation's Standard Plans.

Figure 9C-8. Examples of Obstruction Pavement Markings



A - Obstruction within the path

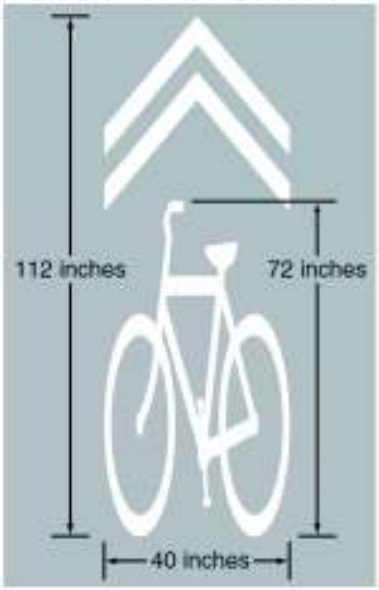


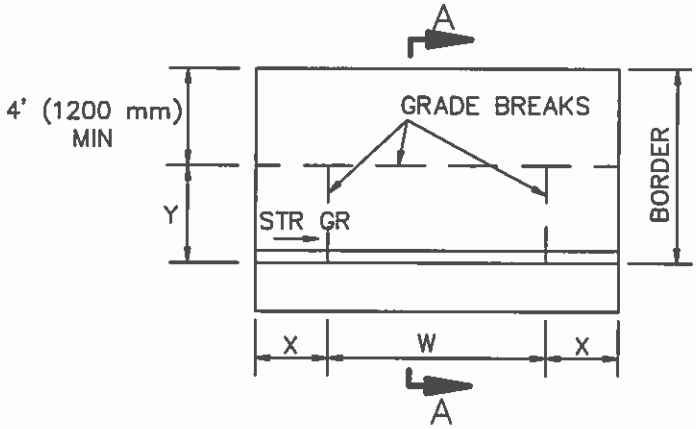
B - Obstruction at edge of path or roadway

L = WS, where W is the offset in feet and S is bicycle approach speed in mph

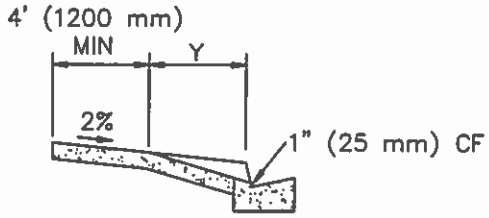
★ Provide an additional foot of offset for a raised obstruction and use the formula L = (W+1) S for the taper length

Figure 9C-9. Shared Lane Marking



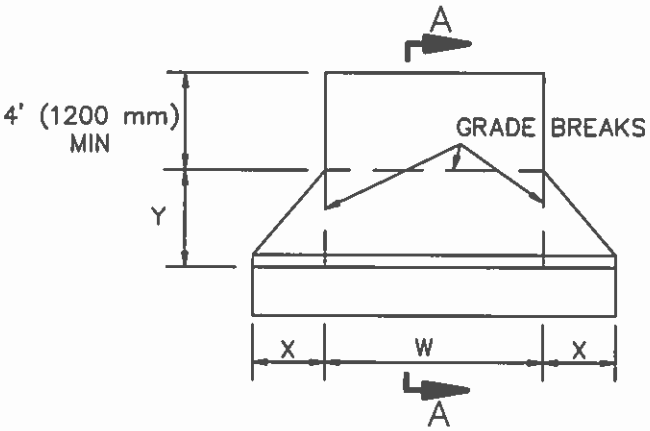


TYPE A

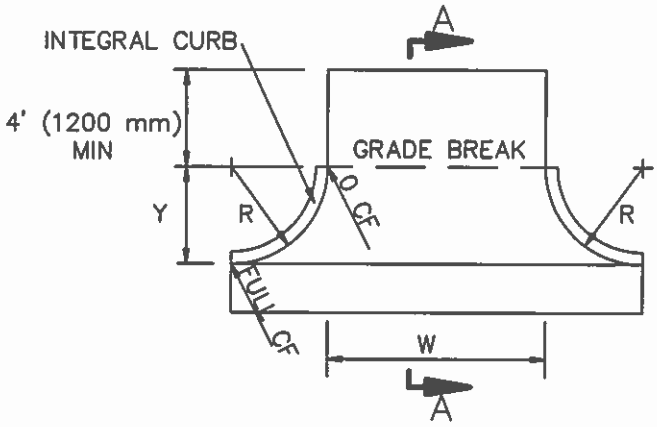


SECTION A–A

CURB FACE, inches (mm)	X, inches (mm)	Y, inches (mm)
6" (150) or less	3'–0" (900)	4'–0" (1200)
7" (175)	3'–6" (1050)	4'–9" (1425)
8" (200)	4'–0" (1200)	5'–8" (1700)
9" (225)	4'–6" (1350)	6'–6" (1950)
10" (250)	5'–0" (1500)	7'–3" (2175)
11" (275)	5'–6" (1650)	8'–0" (2400)
12" (300) or more	6'–0" (1800)	8'–9" (2625)



TYPE B



TYPE C

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 4" (100 mm) THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 6" (150 mm) THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDES OF A DRIVEWAY AND AT 10' (3.0 m) INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.
6. 560-3250-C CONCRETE TO BE USED.
7. 6-INCH THICK CLASS 2 AGGREGATE BASE SHALL BE PLACED AND COMPACTED TO 95% UNDER 6" THICK DRIVEWAY APPROACHES.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

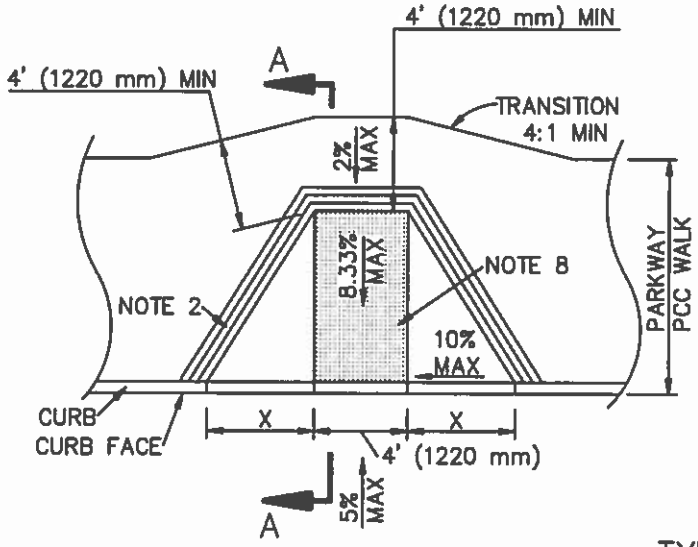
DRIVEWAY APPROACHES

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

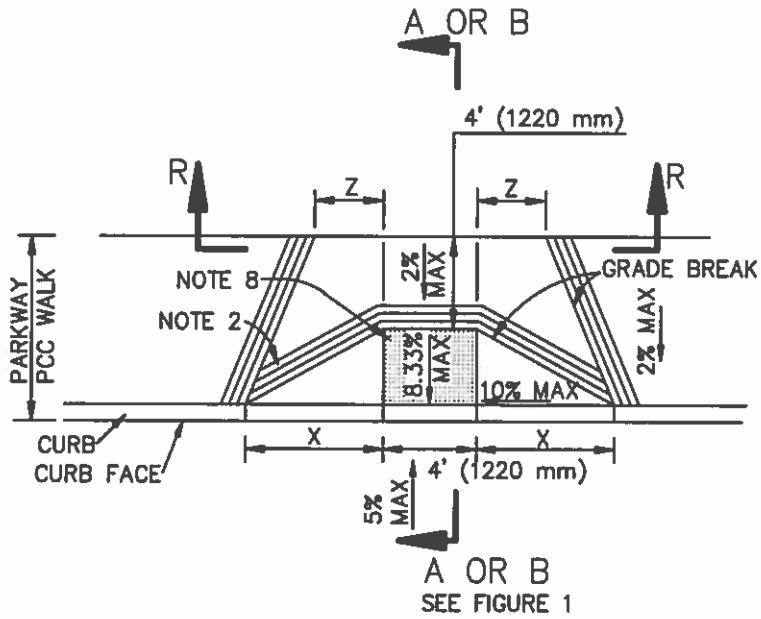
STANDARD PLAN

110–2

SHEET 1 OF 1



TYPE 1

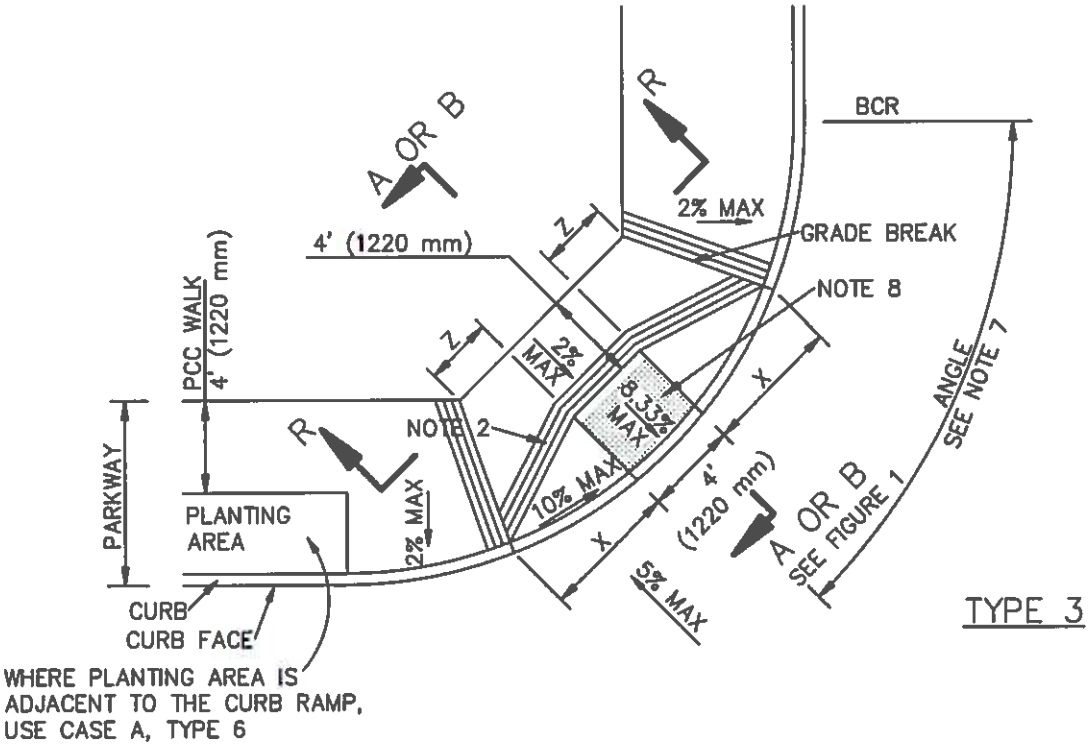


TYPE 2

CASE A

PARTS OF THIS STANDARD PLAN SHOW INSTALLATION FOR TYPICAL RETROFIT CONDITIONS, AND ARE NOT FULLY COMPLIANT WITH CALIFORNIA BUILDING CODE REQUIREMENTS FOR NEW DEVELOPMENT.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1992 REV. 1998, 2000, 2005, 2009, 2013	**CURB RAMP**	STANDARD PLAN **111–5**
	USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	SHEET 1 OF 10



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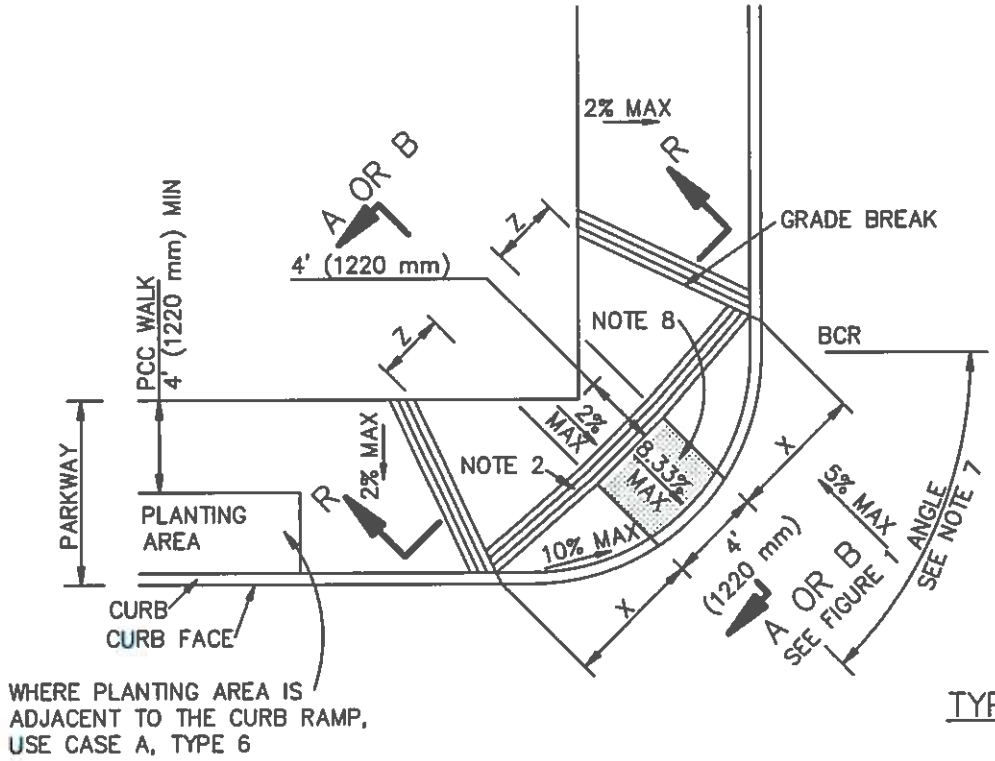
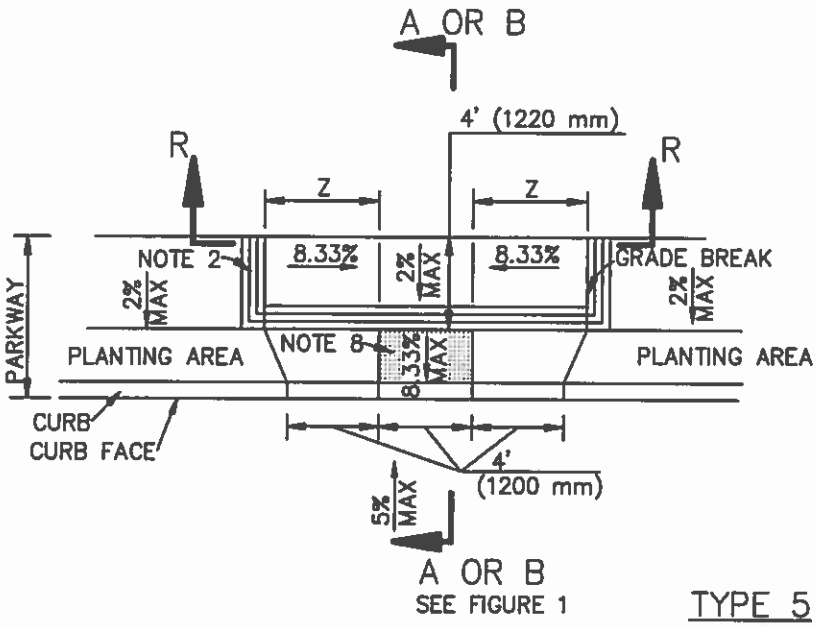


TYPE 4

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 2 OF 10



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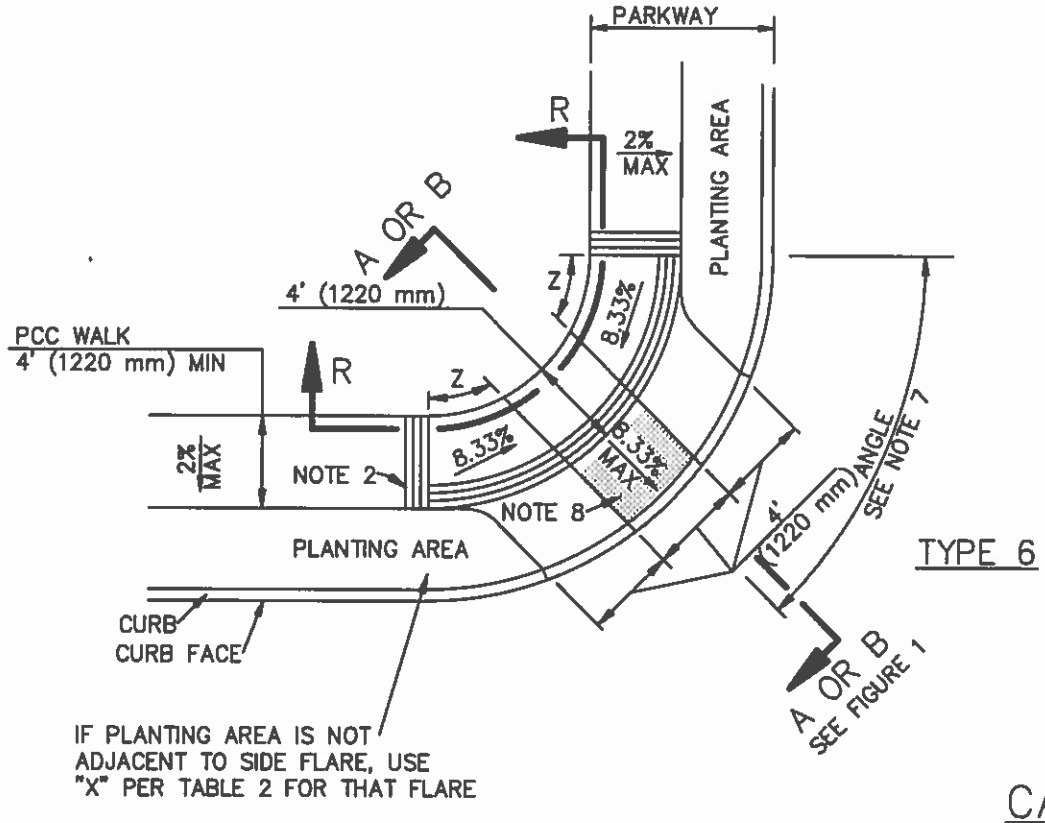
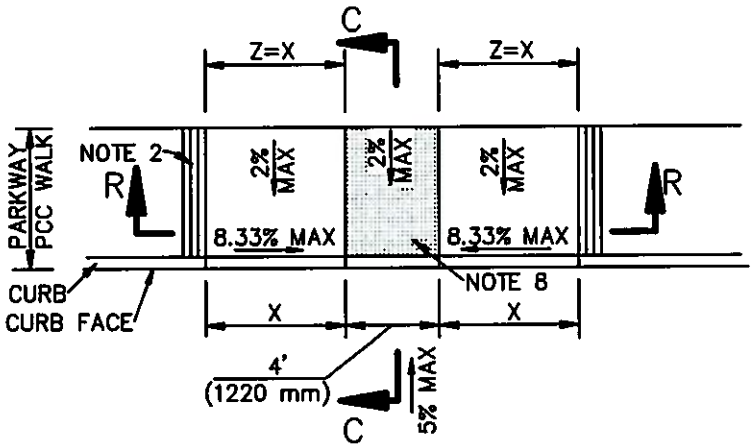


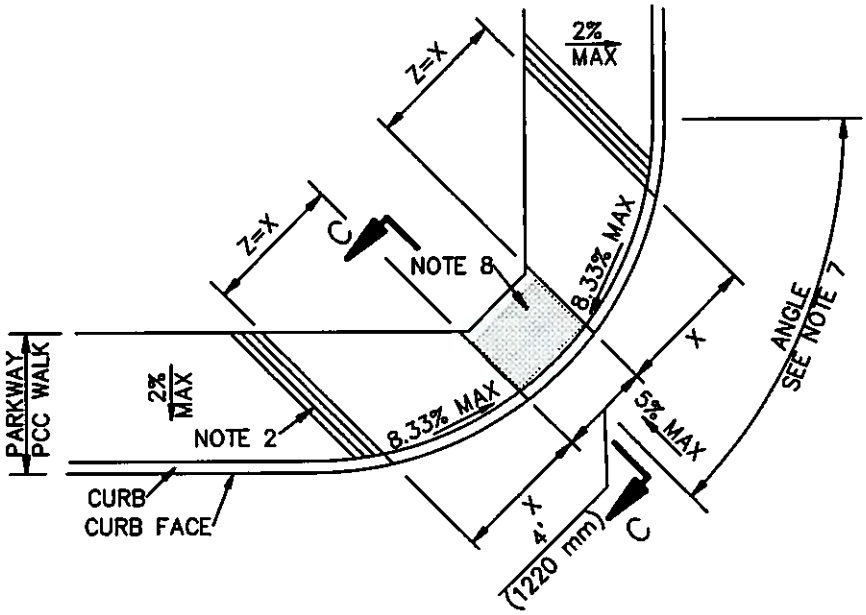
TYPE 6

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 3 OF 10



TYPE 1

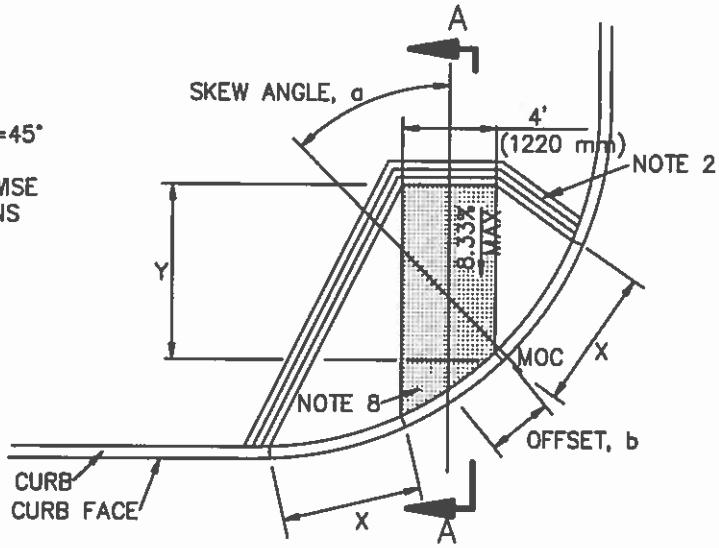


TYPE 2

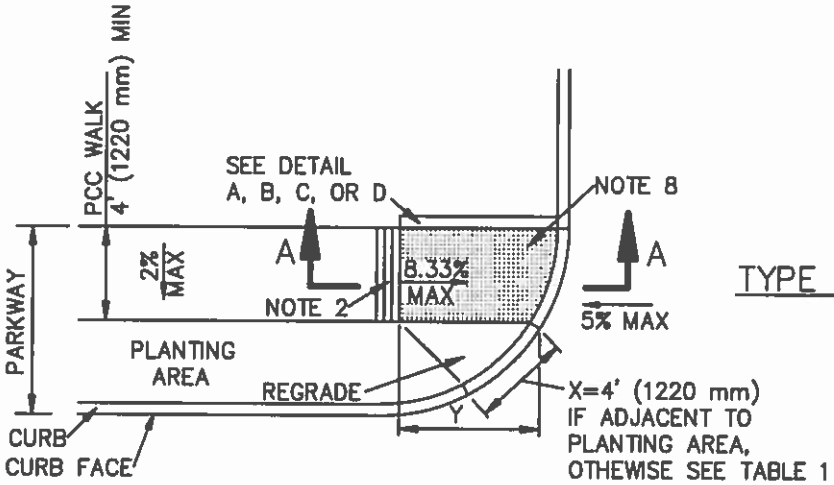
CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 4 OF 10

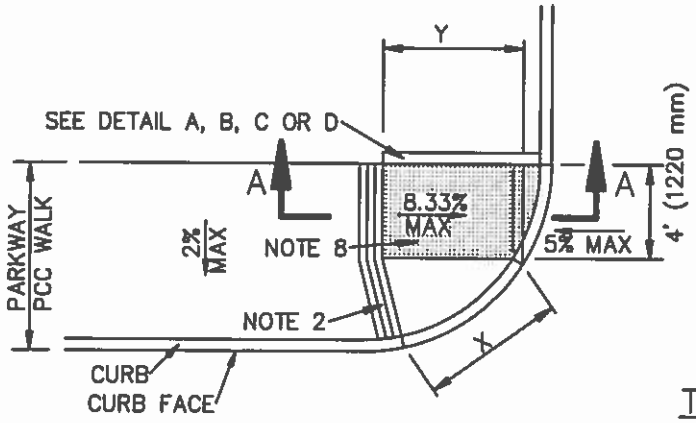
SKEW ANGLE a=45°
OFFSET b=0
UNLESS OTHERWISE
NOTED ON PLANS



CASE C



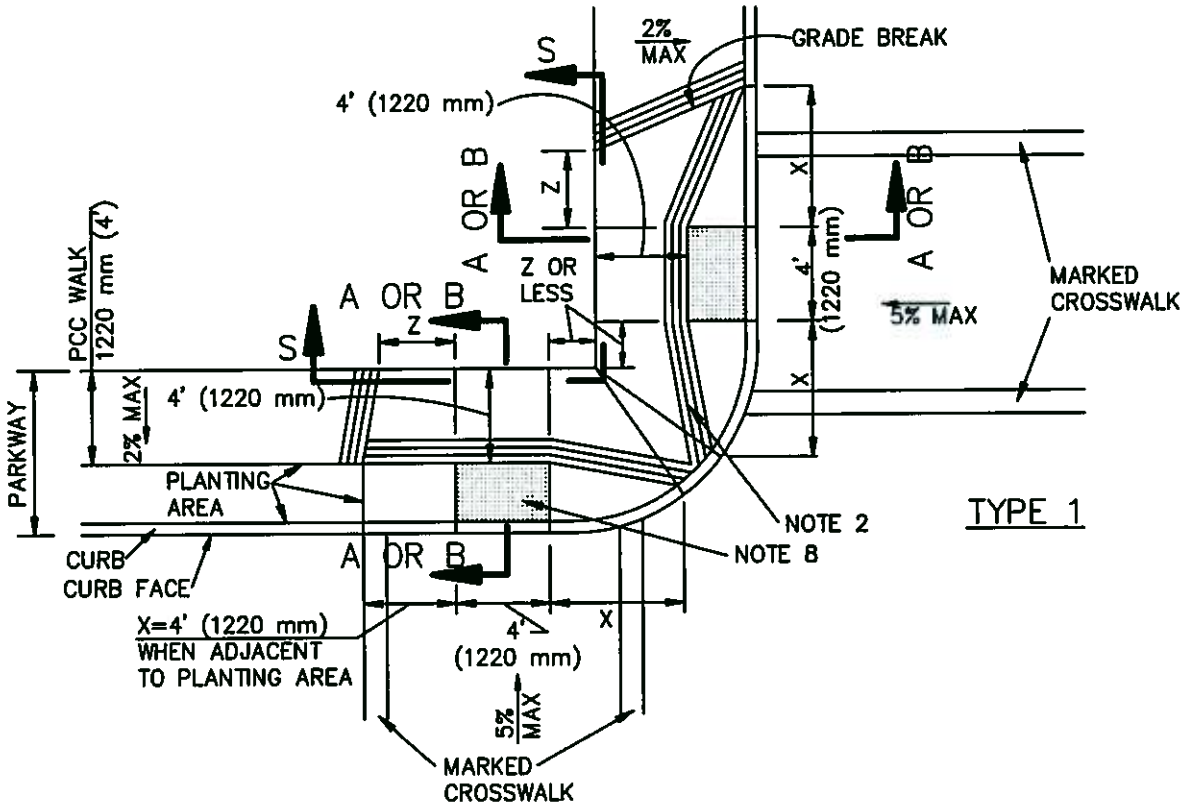
TYPE 1

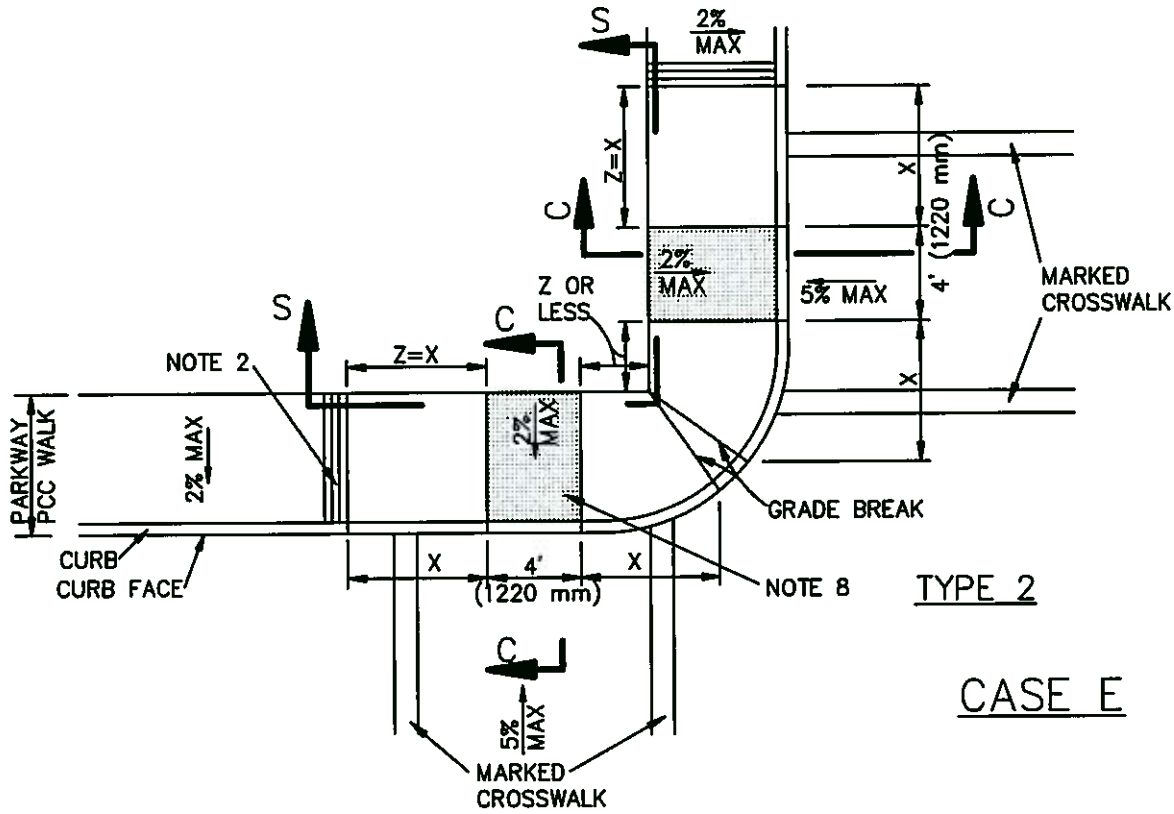


TYPE 2

CASE D

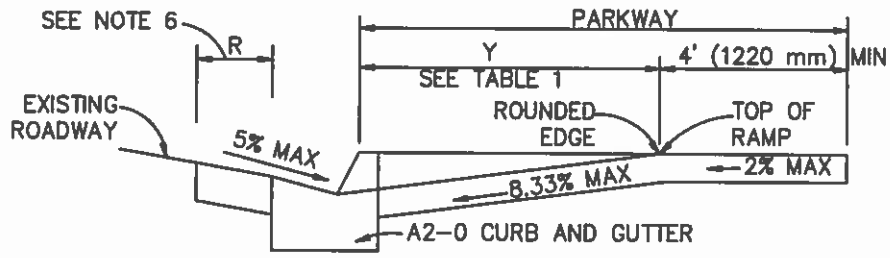
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 5 OF 10





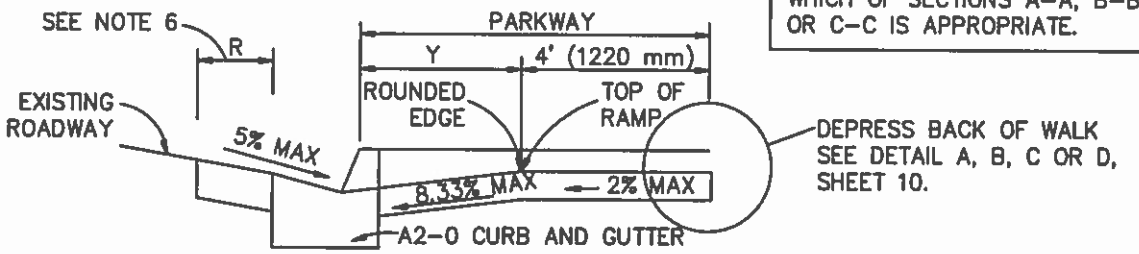
CASE E

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111-5**
	SHEET 6 OF 10

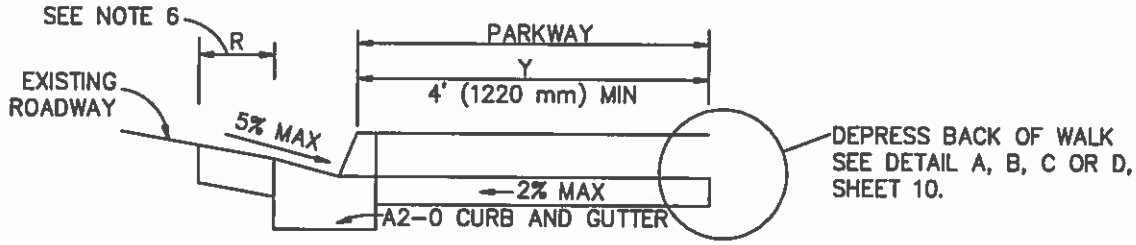


SECTION A-A

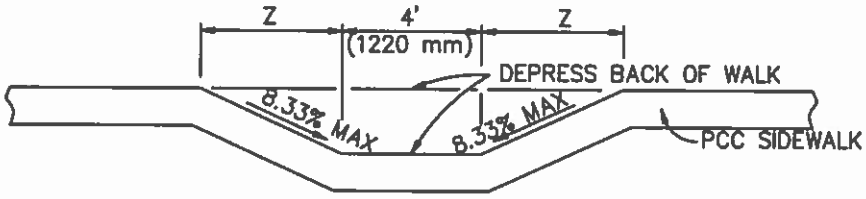
USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.



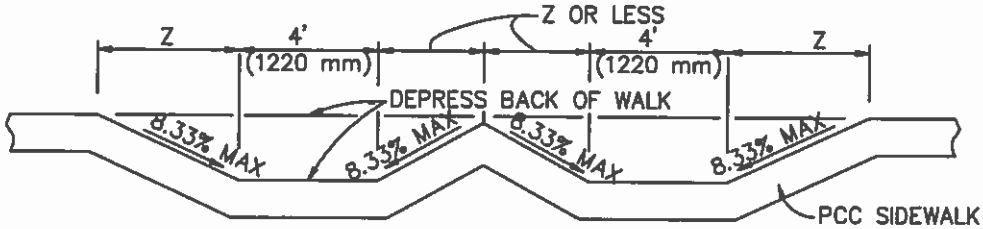
SECTION B-B



SECTION C-C



SECTION R-R



SECTION S-S

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111-5**
	SHEET 7 OF 10

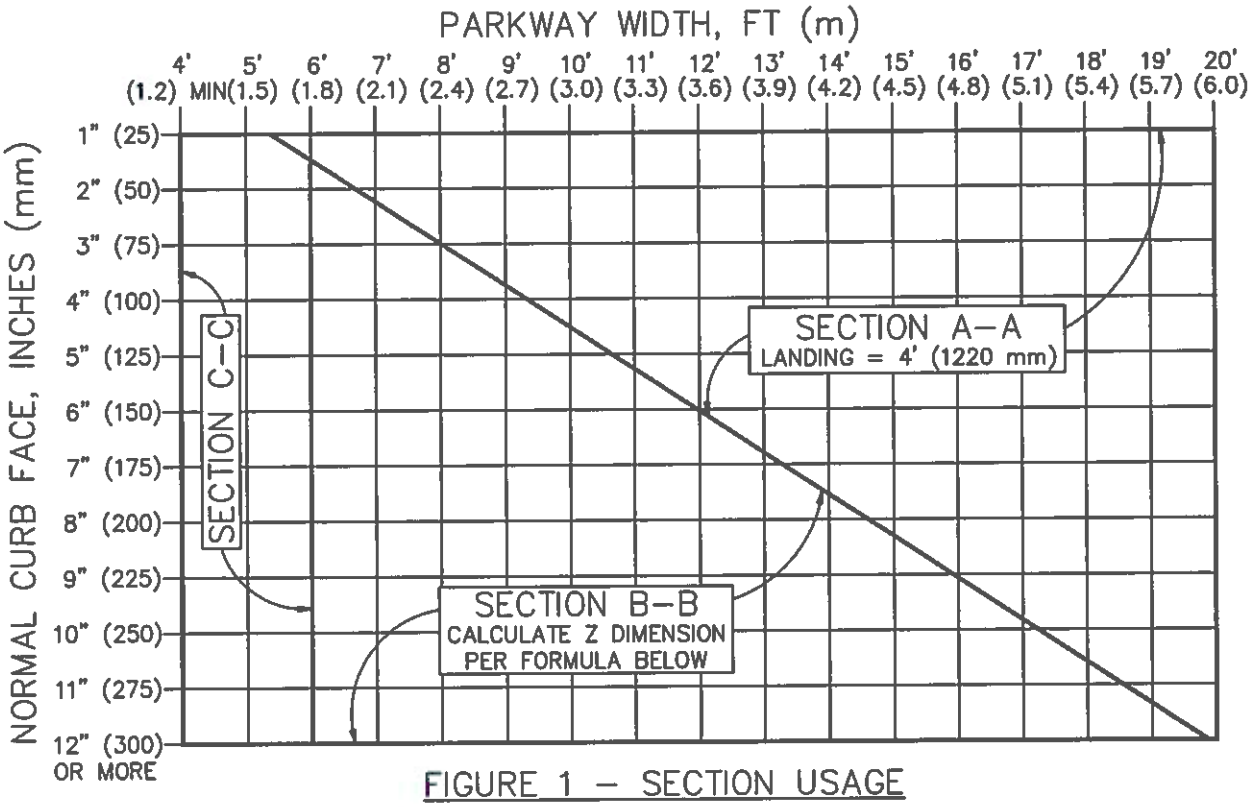


FIGURE 1 – SECTION USAGE

NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y–Y Y, FT (mm)
2" (50)	4.00' (1220) MIN	2.63' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5" (125)	4.17' (1275)	6.58' (1975)
6" (150)	5.00' (1525)	7.90' (2370)
7" (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)
12" (300)	10.00' (3050)	15.79' (4735)

SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 – X AND Y VALUES

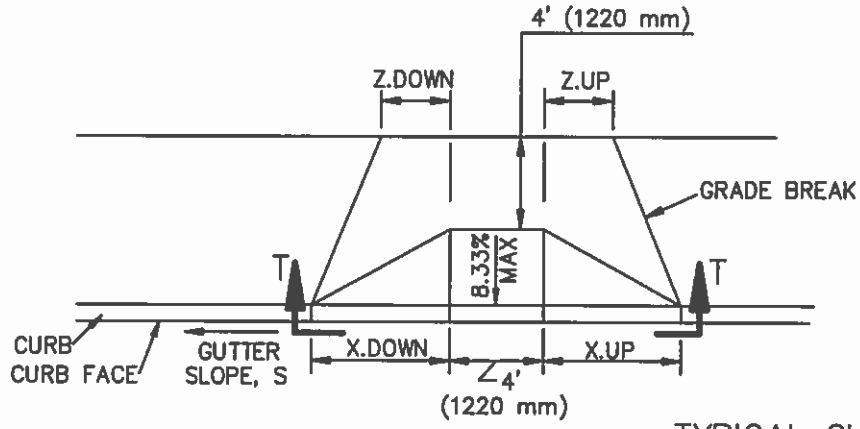
TABLE 1 REFERENCE FORMULAS:
X = CF / 8.333%
Y = CF / (8.333% – 2% WALK CROSS SLOPE)

WHERE FIGURE 1 SHOWS USE OF SECTION B–B, FIGURE Z DIMENSION AS FOLLOWS:

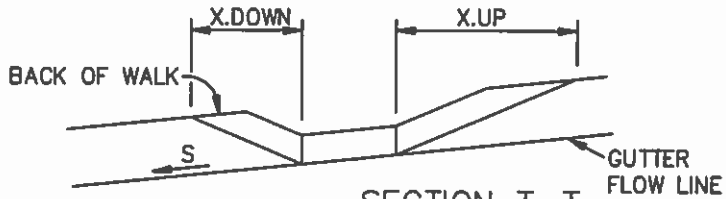
W = PARKWAY WIDTH
L = LANDING WIDTH, 4' (1220 mm) TYP
Z = [(Y+L)–W] x 0.760

IF (Y+L) < W, THEN Z = 0

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 8 OF 10



TYPICAL CURB RAMP



SECTION T–T
SLOPED STREET

FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

FOR EXAMPLE, X.DOWN = X x K.DOWN

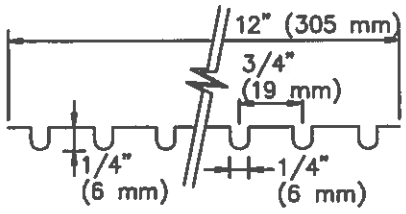
S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

TABLE 2 – SLOPE ADJUSTMENTS

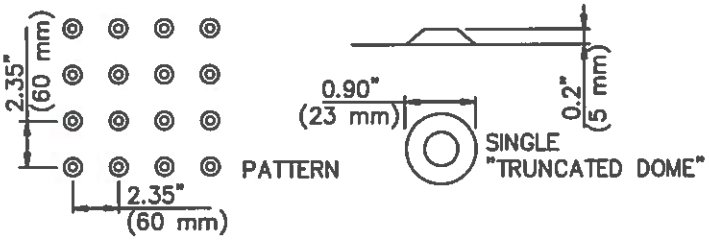
TABLE 2 REFERENCE FORMULAS:
K.DOWN = 8.333% / (8.333% + S)
K.UP = 8.333% / (8.333% – S)

STREET SLOPE ADJUSTMENTS

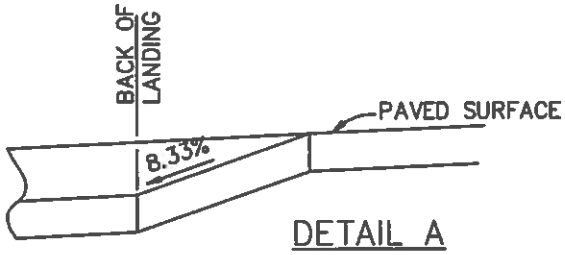
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 9 OF 10



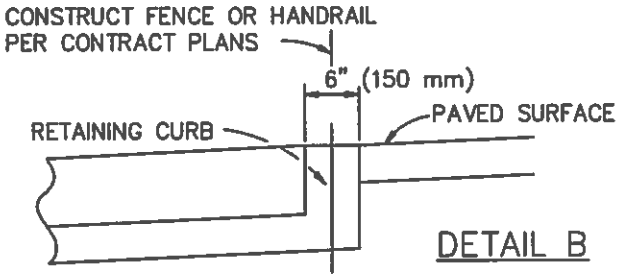
GROOVING DETAIL



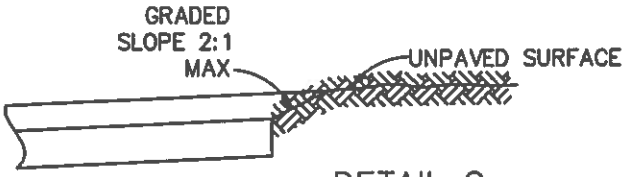
DETECTABLE WARNING DETAIL



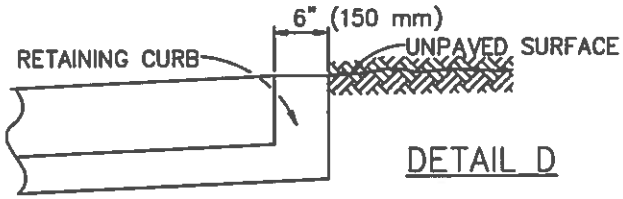
DETAIL A



DETAIL B



DETAIL C



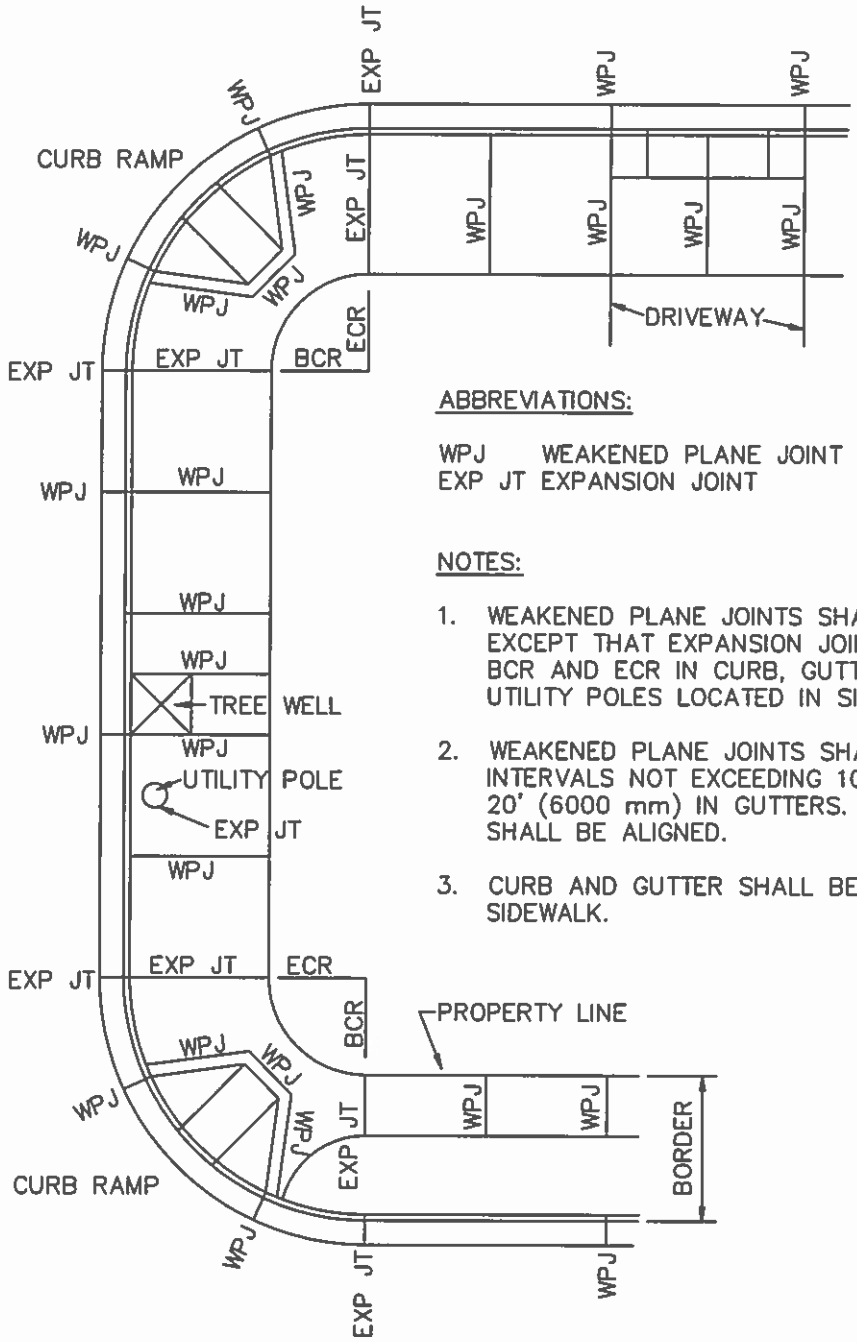
DETAIL D

GENERAL NOTES:

560-3250-C

1. CONCRETE SHALL BE CLASS ~~520-C-2500 (310-C-17)~~ CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. ANGLE = $\Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111-5**
	SHEET 10 OF 10



ABBREVIATIONS:

WPJ WEAKENED PLANE JOINT
EXP JT EXPANSION JOINT
BCR BEGINNING OF CURB RETURN
ECR END OF CURB RETURN

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 10' (3000 mm) IN WALKS AND 20' (6000 mm) IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

CURB AND SIDEWALK JOINTS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

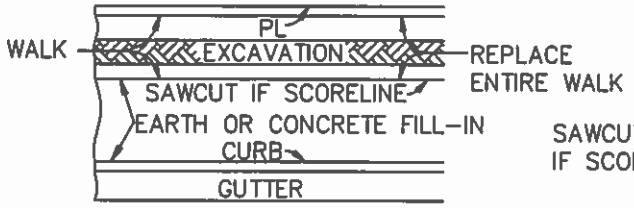
STANDARD PLAN 112-2

SHEET 1 OF 1

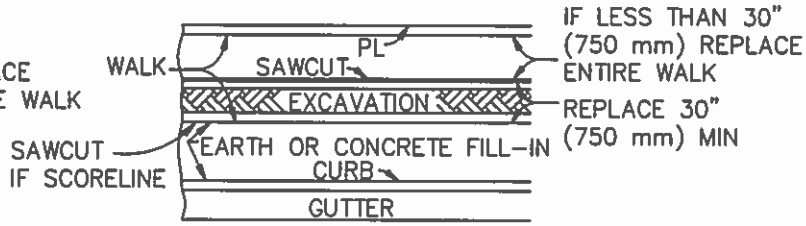
WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

WALK ADJACENT TO PROPERTY LINE

WALK LESS THAN 5' (1500 mm) WIDE



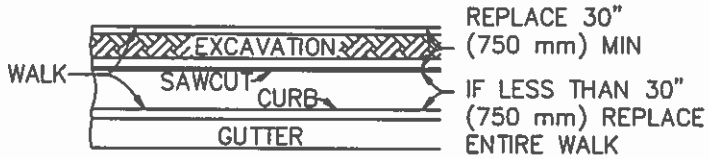
WALK 5' (1500 mm) WIDE OR MORE



WALK ADJACENT TO CURB

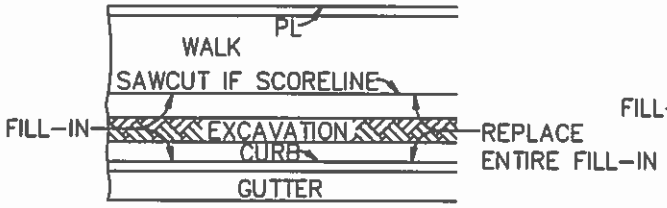
WALK LESS THAN 5' (1500 mm) WIDE

WALK 5' (1500 mm) WIDE OR MORE

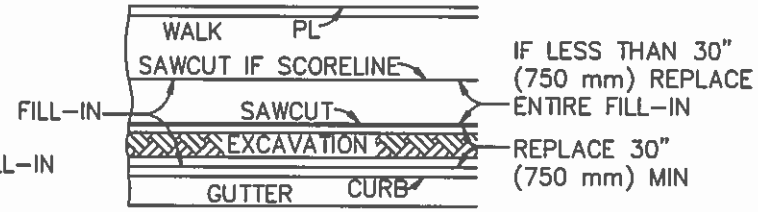


FILL-IN REPLACEMENT

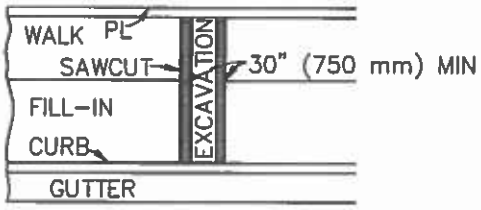
FILL-IN LESS THAN 5' (1500 mm) WIDE



FILL-IN 5' (1500 mm) WIDE OR MORE



WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL.

THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

NOTES

1. CONCRETE WALK, FILL-IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.

2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.

3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm') OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm').

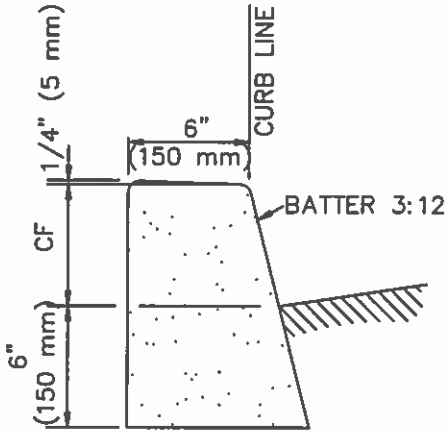
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.

5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.

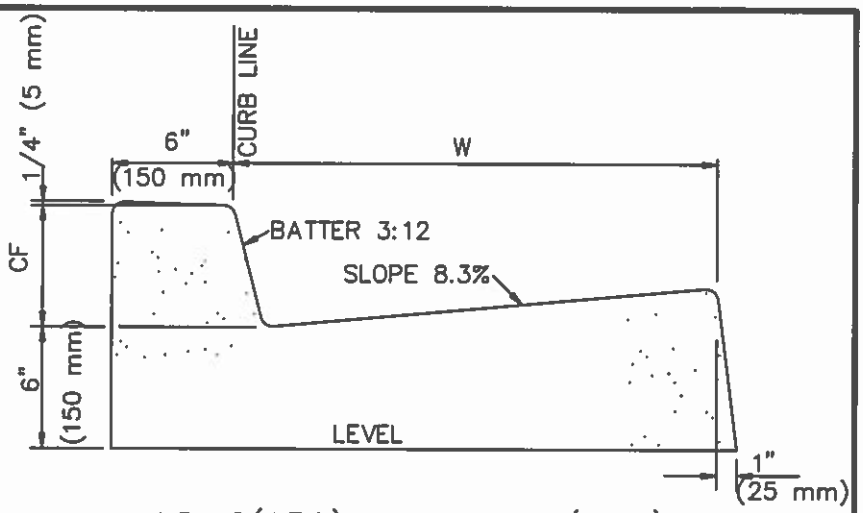
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.

7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.

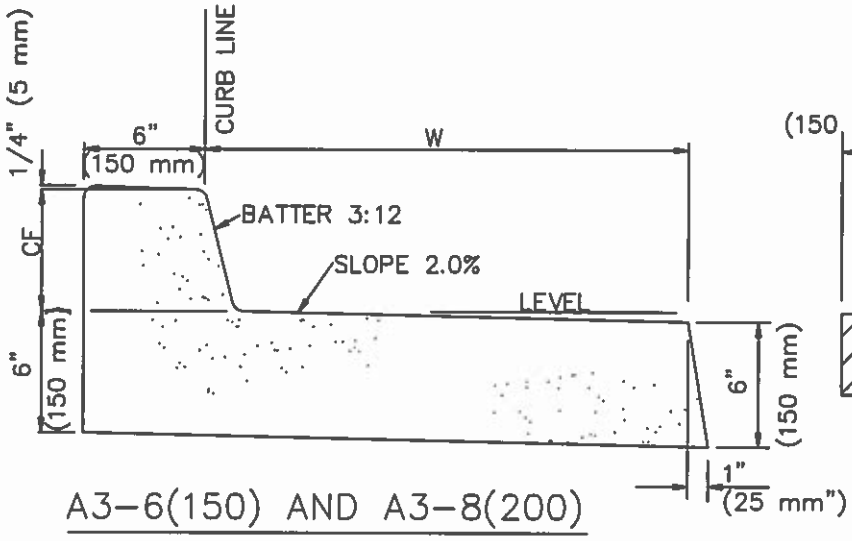
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
SIDEWALK & DRIVEWAY REPLACEMENT	**113-2**
	SHEET 2 OF 2



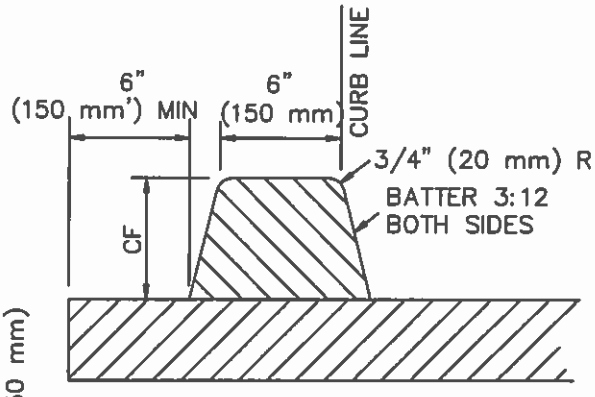
A1–6(150) AND A1–8(200)



A2–6(150) AND A2–8(200)



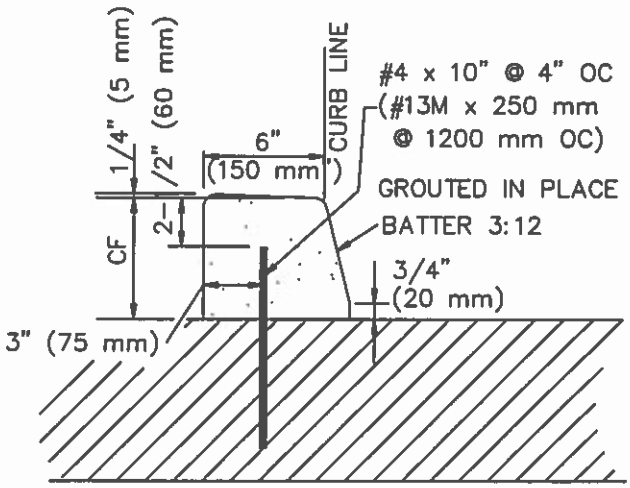
A3–6(150) AND A3–8(200)



D1–6(150) AND D1–8(200)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C1–6(150) AND C1–8(200)

STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

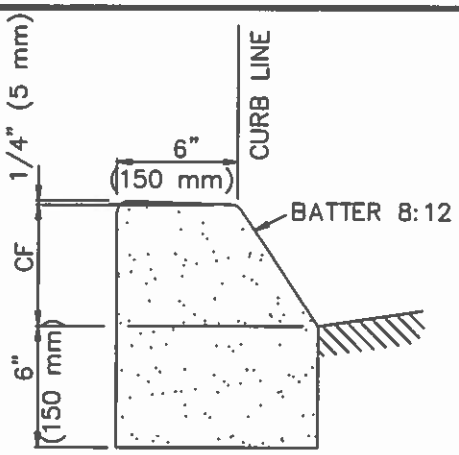
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

CURB AND GUTTER – BARRIER

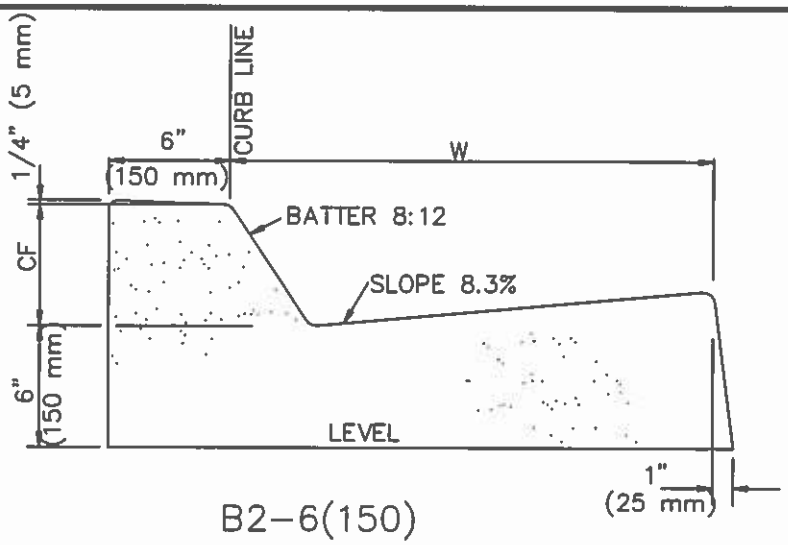
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 120–2

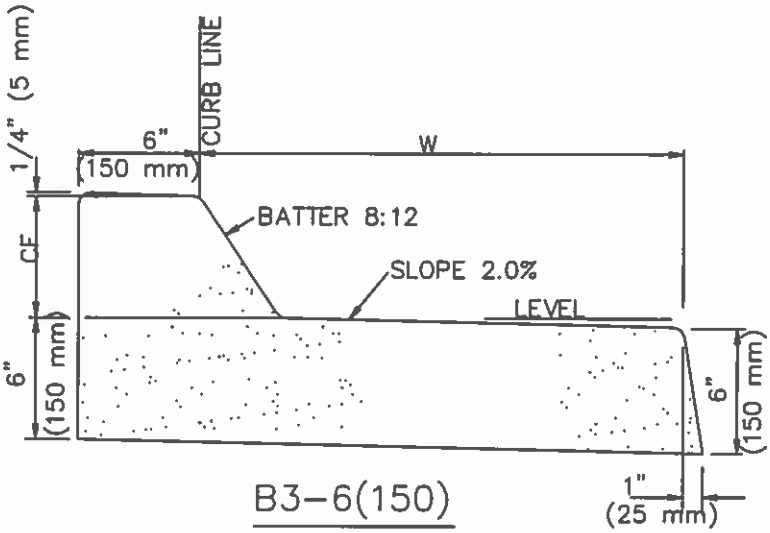
SHEET 1 OF 1



B1–6(150)



B2–6(150)



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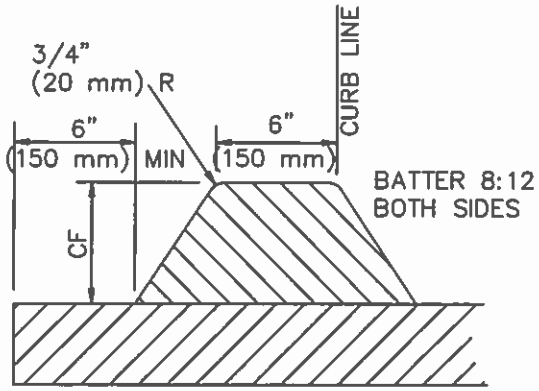
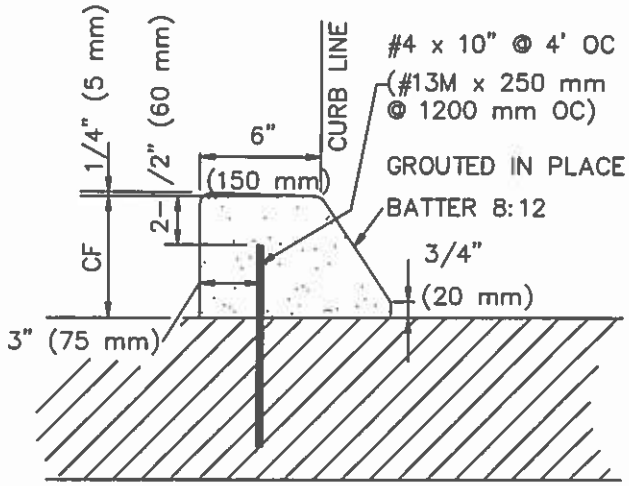


D2–6(150)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES B1, B2, B3 AND C2 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D2 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C2 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C2–6(150)

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

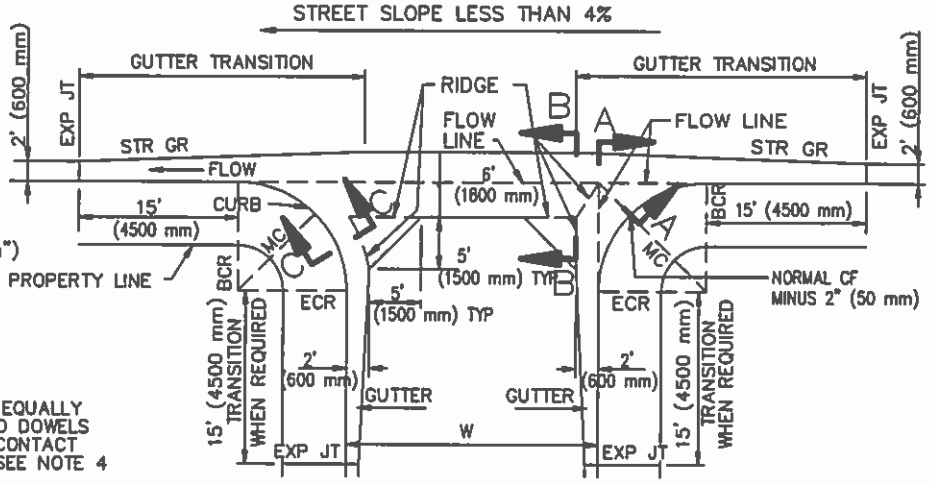
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

CURB AND GUTTER–MOUNTABLE

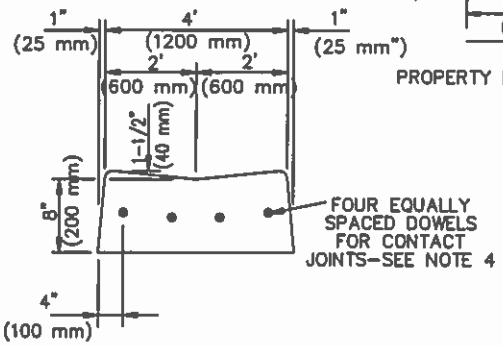
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 121–2

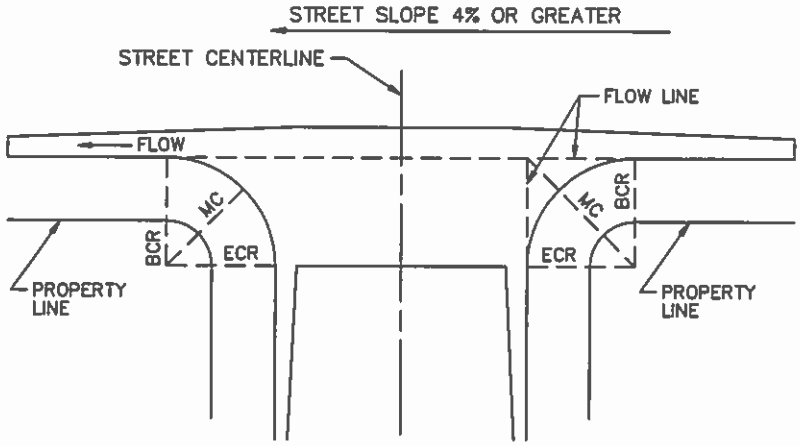
SHEET 1 OF 1



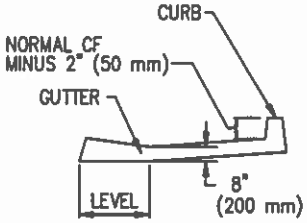
TYPICAL CROSS GUTTER PLAN
STREET SLOPE LESS THAN 4%



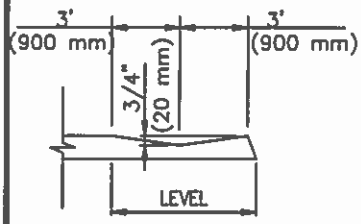
LONGITUDINAL GUTTER



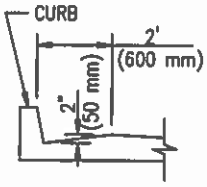
TYPICAL CROSS GUTTER PLAN
STREET SLOPE MORE THAN 4%



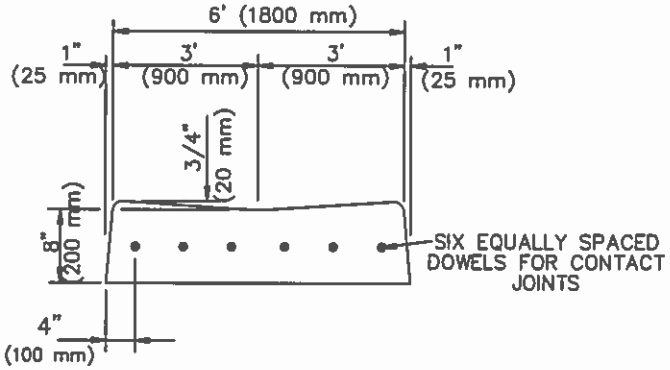
SECTION A–A



SECTION B–B



SECTION C–C



SECTION D–D

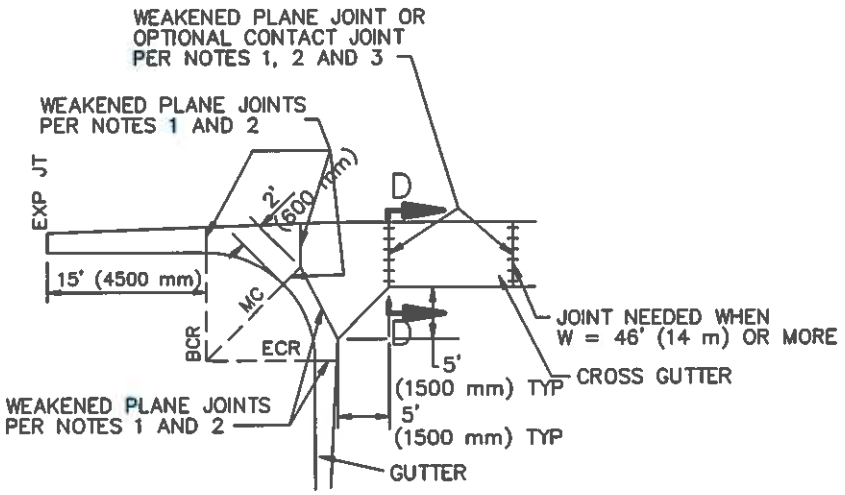
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

CROSS AND LONGITUDINAL GUTTERS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN
122–2
SHEET 1 OF 2

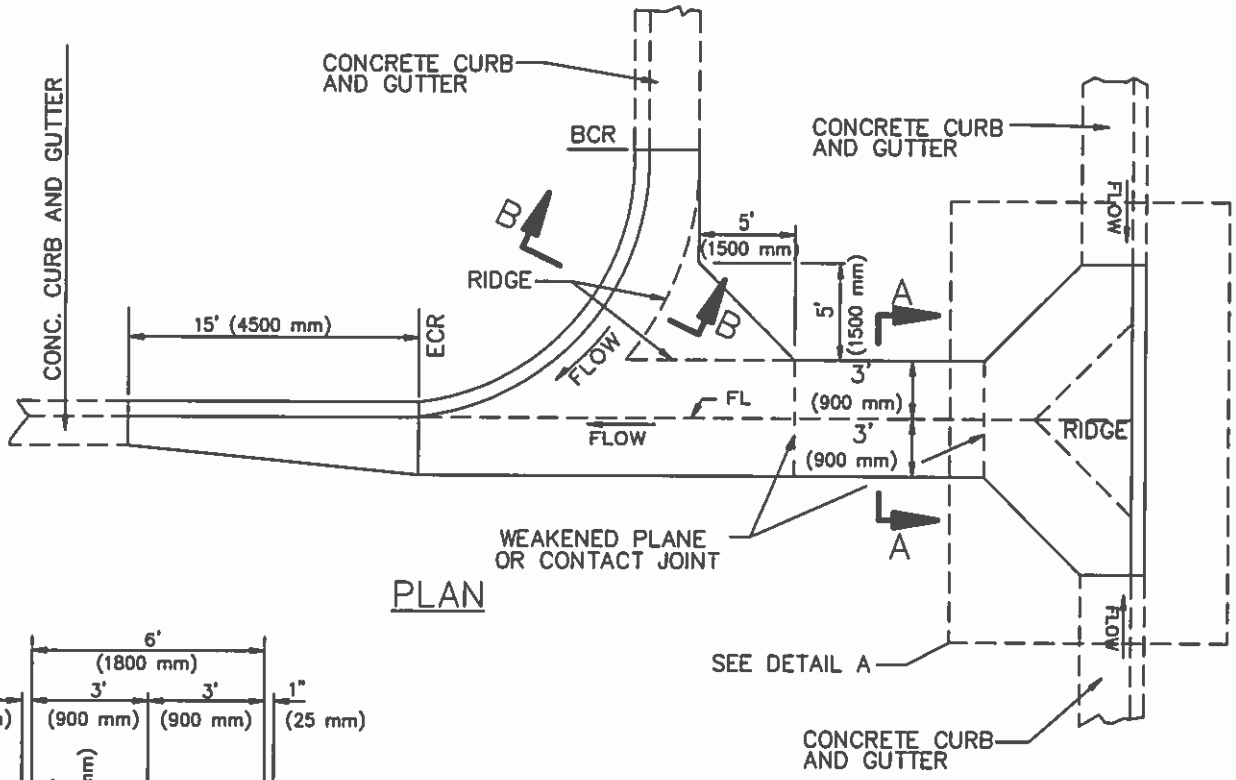


TYPICAL JOINT PLAN

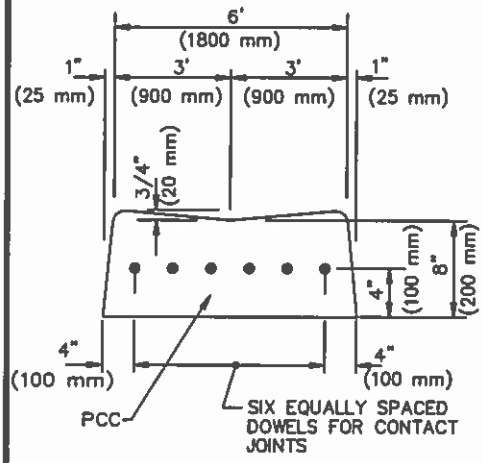
NOTES:

1. WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
2. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1–1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
3. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
4. PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
5. ALL EXPOSED CORNERS ON PCC GUTTERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.
7. 6-INCH THICK CLASS 2 AGGREGATE BASE SHALL BE PLACED AND COMPACTED TO 95% RELATIVE COMPACTION UNDER 8" THICK CROSS GUTTER AND SPANDRELS.

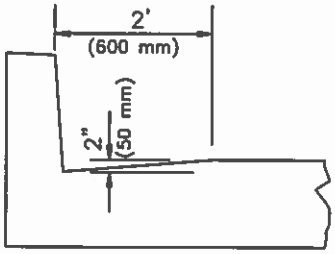
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CROSS AND LONGITUDINAL GUTTERS	122–2
	SHEET 2 OF 2



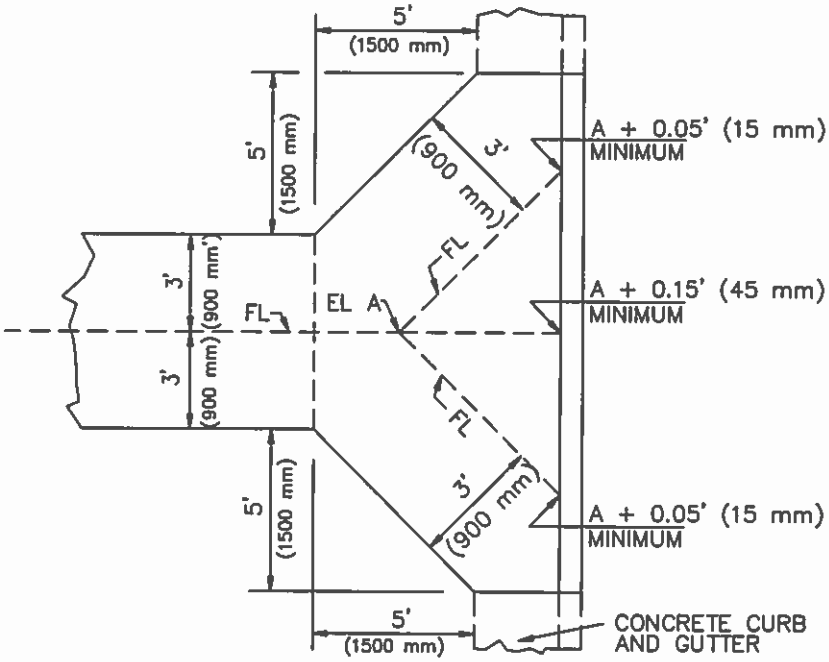
PLAN



SECTION A–A



SECTION B–B



DETAIL A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 1998, 2009

CROSS GUTTER AT T INTERSECTIONS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 123–2

SHEET 1 OF 2

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1–1/2" (35 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.

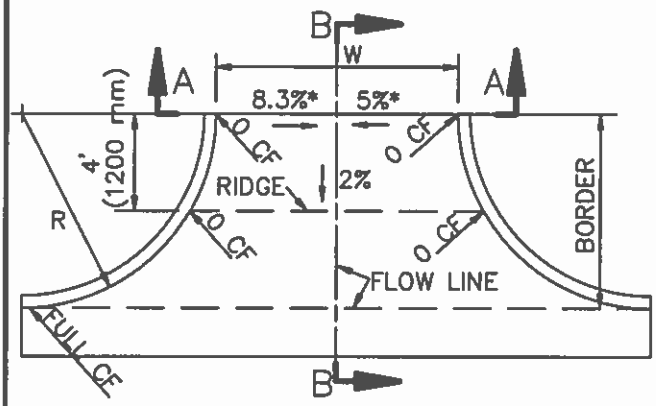
2. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).

3. ALL EXPOSED CORNERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.

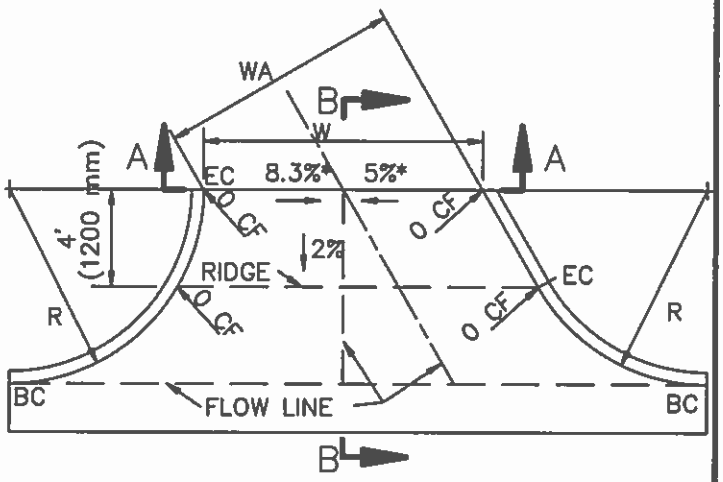
4. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

5. 6-INCH THICK CLASS 2 AGGREGATE BASE SHALL BE PLACED AND COMPACTED TO 95% RELATIVE COMPACTION UNDER 8" THICK CROSS GUTTER AND SPANDRELS.

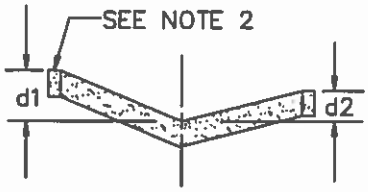
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CROSS GUTTER AT T INTERTERSECTIONS	123–2
	SHEET 2 OF 2



STANDARD APPROACH



ANGLED APPROACH



SECTION A–A

SECTION B–B

W, ft W, mm	8' (2400mm)	10' (3000mm)	15' (4500mm)	20' (6000mm)	25' (7500mm)	30' (9000mm)
d1, ft MAX	0.33' (100 mm)	0.42' (125 mm)	0.63' (188 mm)	0.83' (250 mm)	1.04' (313 mm)	1.25' (375 mm)
d2, ft MIN	0.17' (50 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)

NOTES:

1. FOR CASE A, THE RADIUS OF THE CURB RETURN, R, IS EQUAL TO THE PARKWAY WIDTH.
2. ALLEY INTERSECTION SHALL BE PCC, CLASS 520–C–2500 (310–C–17), 6" (150 mm) THICK. CURB SHALL BE INTERGRAL TYPE "A".
3. ASTERISKS, *, SHOW MAXIMUM GRADES.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

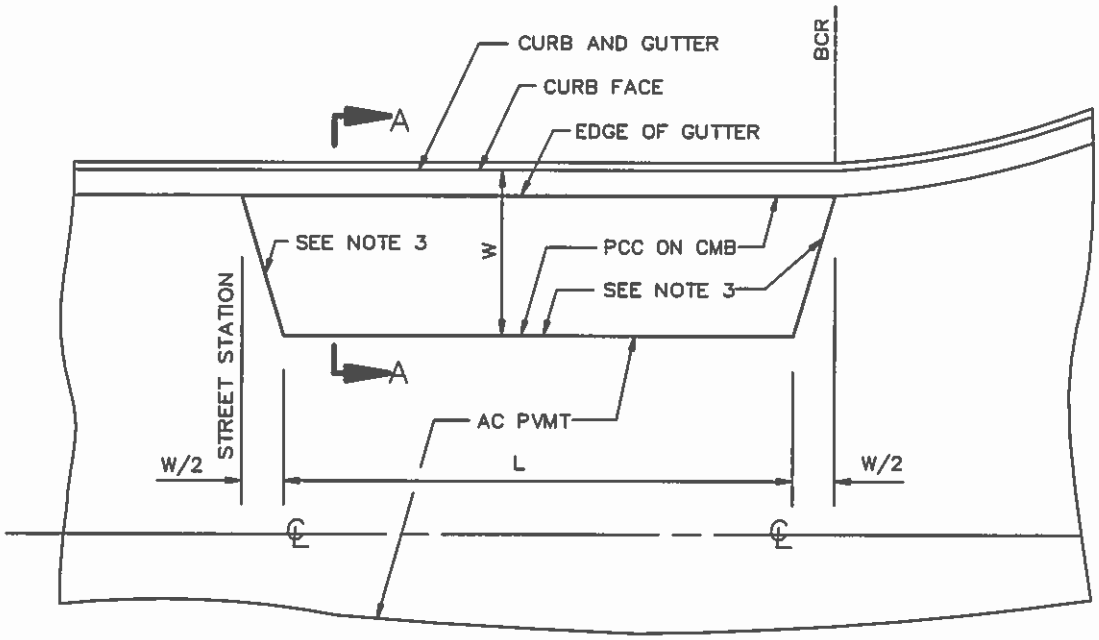
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

ALLEY INTERSECTION

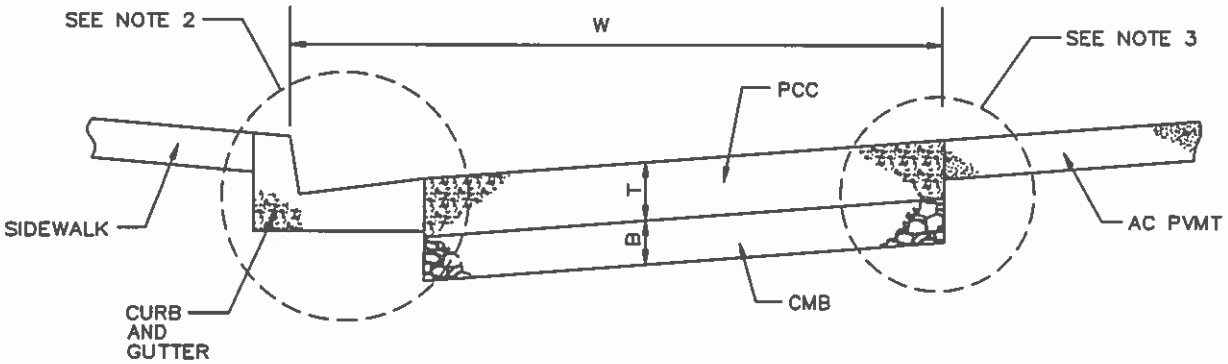
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 130–2

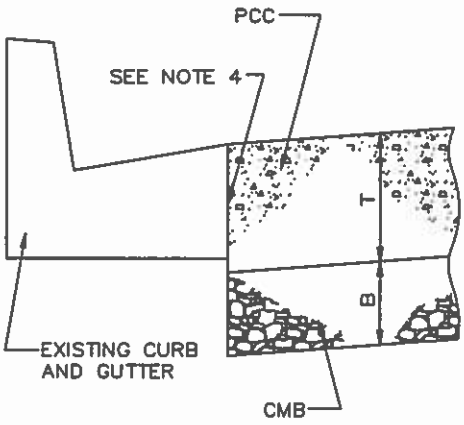
SHEET 1 OF 1



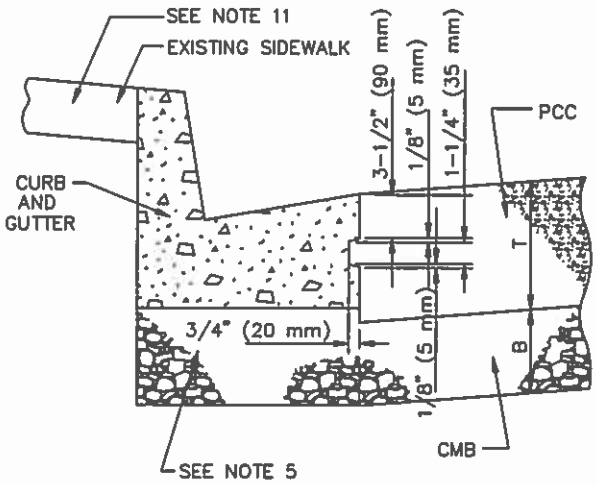
TYPICAL BUS PAD



SECTION A–A



SECTION B–B



SECTION C–C

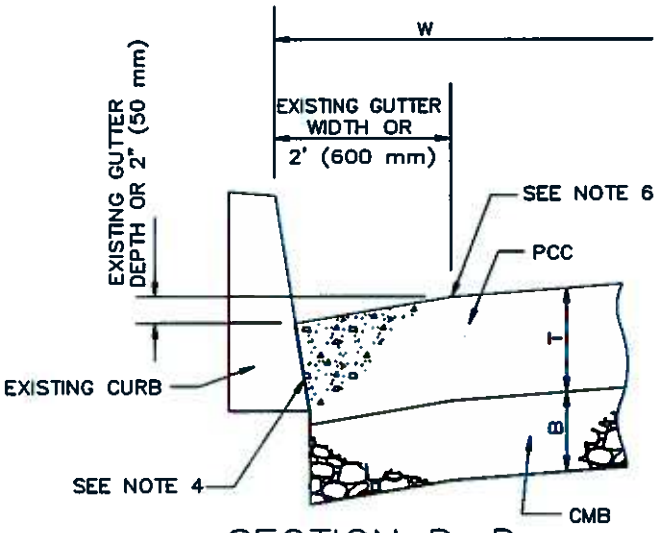
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1993
REV. 1996, 2009

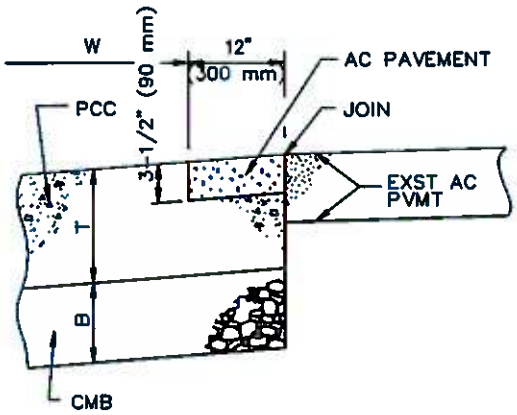
CONCRETE BUS PAD

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN
131–2
SHEET 1 OF 2

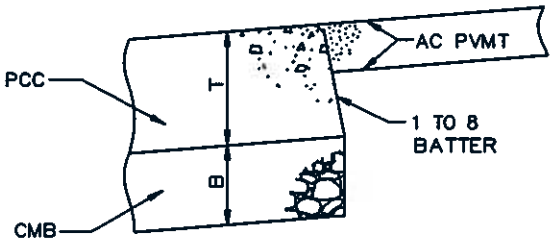


SECTION D–D



SECTION E–E

SEE NOTE 14

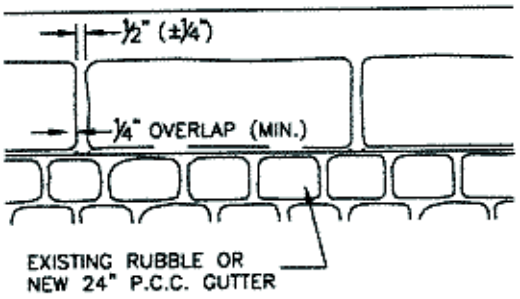


SECTION F–F

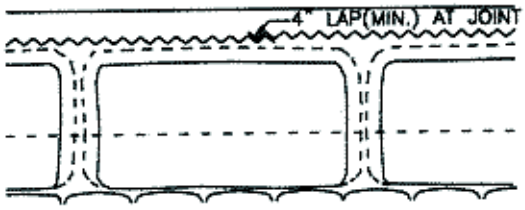
NOTES:

1. DIMENSIONS: (UNLESS OTHERWISE SHOWN)
   L = 85' (26 m) T = 8" (200 mm)
   W = 10' (3 m) B = 6" (150 mm)
2. USE SECTION B–B FOR EXISTING CURB AND GUTTER THAT IS TO REMAIN.
   USE SECTION C–C FOR NEW CURB AND GUTTER.
   USE SECTION D–D FOR EXISTING CURB THAT IS TO REMAIN.
3. USE SECTION E–E FOR EXISTING AC PAVEMENT.
   USE SECTION F–F FOR NEW AC PAVEMENT.
4. AT LOCATIONS WHERE PCC PAVEMENT WILL ABUT EXISTING CONCRETE, AN EPOXY APPROVED BY THE ENGINEER SHALL BE APPLIED TO THE EXISTING CONCRETE SURFACES PRIOR TO CONCRETE PLACEMENT.
5. IF B + T IS ≥ 300 mm (12"), CMB CHALL EXTEND UNDER NEW CURB AND GUTTER.
6. CONSTRUCT LONGITUDINAL WEAKENED–PLANE JOINT TO MATCH ADJOINING EXISTING GUTTER WIDTH, OR 2' (600 mm) IF NO ADJOINING GUTTER EXISTS.
7. USE 2"x4" (50x100) HEADER TO FORM 3–1/2" (90 mm) STEP. TOP OF HEADER SHALL BE SET TO LINE AND GRADE.
8. ALL EXPOSED PCC CORNERS SHALL BE ROUNDED WITH A 1/2" (15 m) RADIUS.
9. SURFACE OF CONCRETE SHALL HAVE A ROUGH TRANSVERSE BROOM FINISH.
10. WHERE DESIGNATED BY THE ENGINEER, UNDESIRABLE SUBGRADE MATERIAL SHALL BE REMOVED AND REPLACED WITH CMB.
11. WHERE NEW CURB AND GUTTER IS CONSTRUCTED ADJACENT TO EXISTING SIDEWALK, SIDEWALK SHALL BE REMOVED AND REPLACED TO NEAREST SCORELINE.
12. CONSTRUCT TRANSVERSE WEAKENED PLANE JOINTS IN BUS PAD PAVEMENT AT APPROX. 10' (3 m') INTERVALS.
13. CONSTRUCT TRANSVERSE WEAKENED PLANE JOINTS IN BUS PAD PAVEMENT AT ALL EXISTING CURB/CURB & GUTTER CONSTRUCTION JOINTS AND WEAKENED–PLANE JOINTS.
14. AT THE OPTION OF THE ENGINEER, THE EXISTING PAVEMENT MAY BE NEATLY SAWCUT AROUND THE DIMENSIONS OF THE BUS PAD, AND CONCRETE POURED DIRECTLY USING THE EXISTING PAVEMENT AS A FORM. THE CONCRETE EDGES SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.

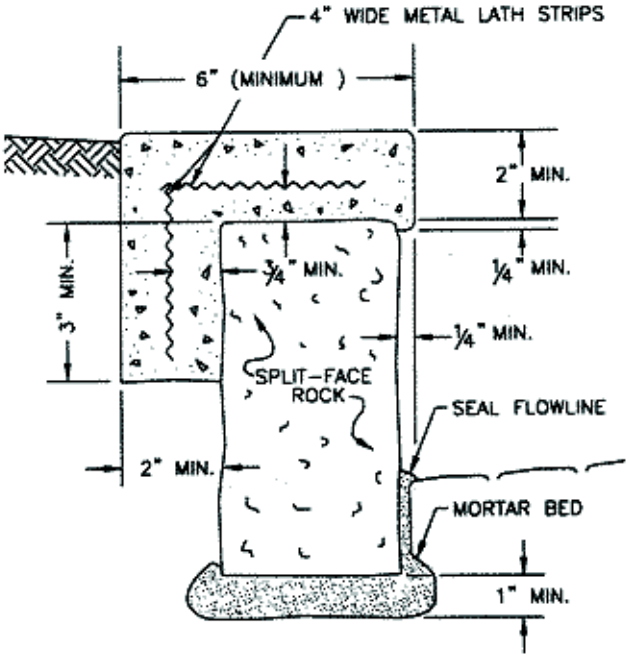
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CONCRETE BUS PAD	**131–2**
	SHEET 2 OF 2



TOP VIEW



FRONT VIEW



CROSS SECTION OF ROCK CURB

SPECIFICATIONS

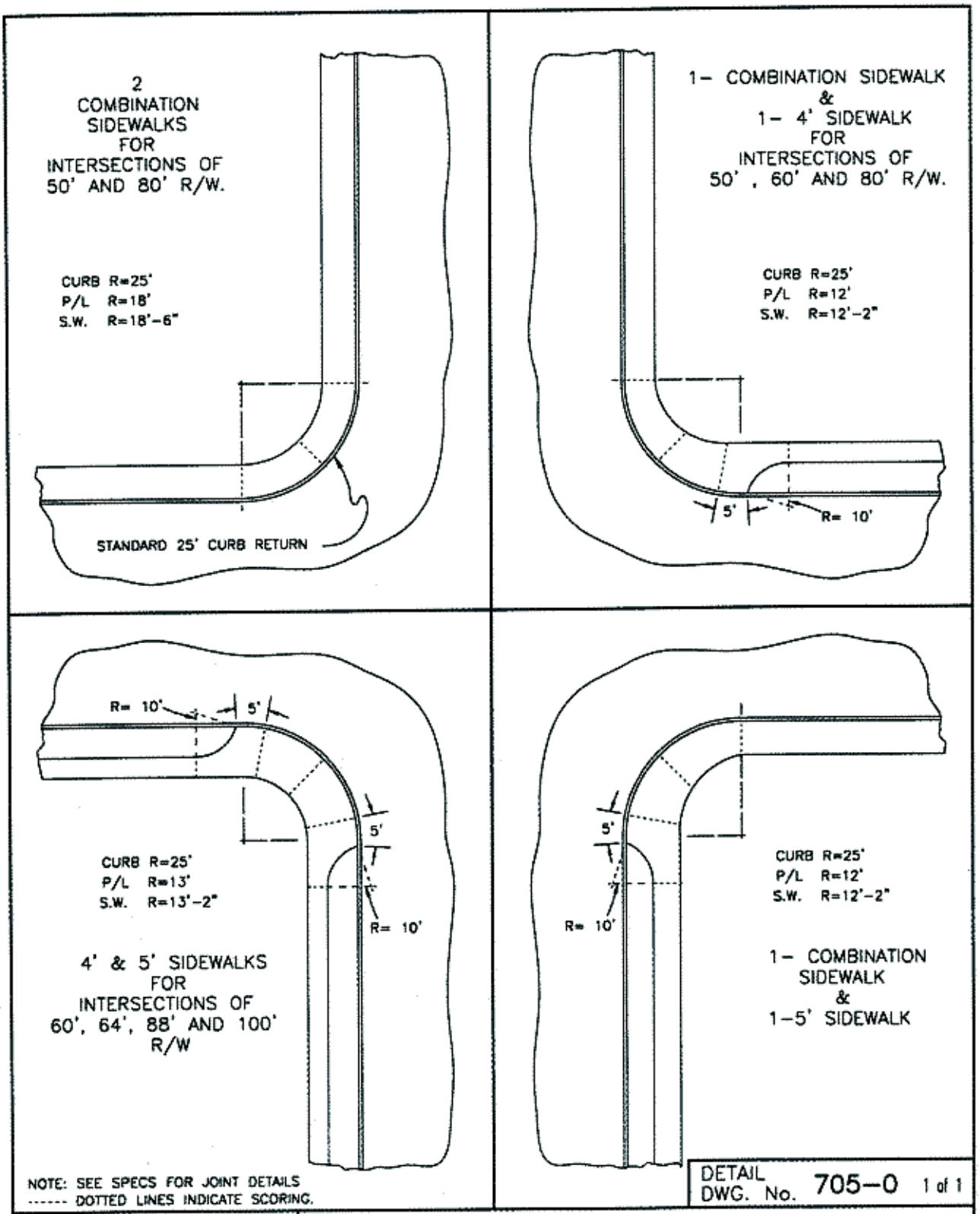
1. Description – This work shall consist of placing split-faced rock in cement mortar beds and placing of mortar caps at locations as shown on the plans or as directed by the Engineer and as specified in these specifications and the special provisions.
2. Rock – Rock for use in split-face rock curbs shall be existing split-face rock or new rock as may be required. Rock shall be clean, hard, durable and free from seams and other imperfections. Rock shall be of uniform shape and size. Any new rock used shall be approved by the Engineer prior to use.
3. Mortar – Mortar for bedding and finishing of split-face rock curb shall be class "C" mortar consisting of one part by volume of portland cement to two parts by volume of clean, fine aggregate. Hydrated lime, to the extent of 10% by volume of the cement may be added to the mortar. Hydrated lime shall be treated as an addition and not as replacing any cement. Mortar may be mixed in either a mixing machine or by hand. If mixed by hand, the fine aggregate, cement and lime shall be mixed dry until the mixture assumes uniform color. Water shall then be added at sufficient quantities to produce a mixture workable for the intended use. Mortar shall be used within one hour after water has been added and shall not be retempered.
4. Placing – Rocks shall be thoroughly wetted before placing and shall be laid in full mortar beds in courses approximately horizontal and vertical in both longitudinal and transverse directions as herein defined. Rocks will not be considered to be properly bedded until mortar exudes from the underside of the bedded rock. Mortar caps shall contain 4 inch wide "Strip-Ex" steel lath and shall be placed to the dimensions shown above. Grades for the top of the cap shall comply as follows: When a 10 foot straight edge is placed on top of the finished cap, the surface shall not vary from the edge of the straight edge more than 1/8 inch, except at changes in grade. Grades and changes in grade shall conform to the City of Redlands Standard Specifications. The alignment of the curb shall be set at a uniform perpendicular distance from the centerline of the street as shown on the plans or as defined by the Engineer. No voids in any part of the curb shall be permitted. Dimensions and tolerances for placing of rock shall be as shown above.

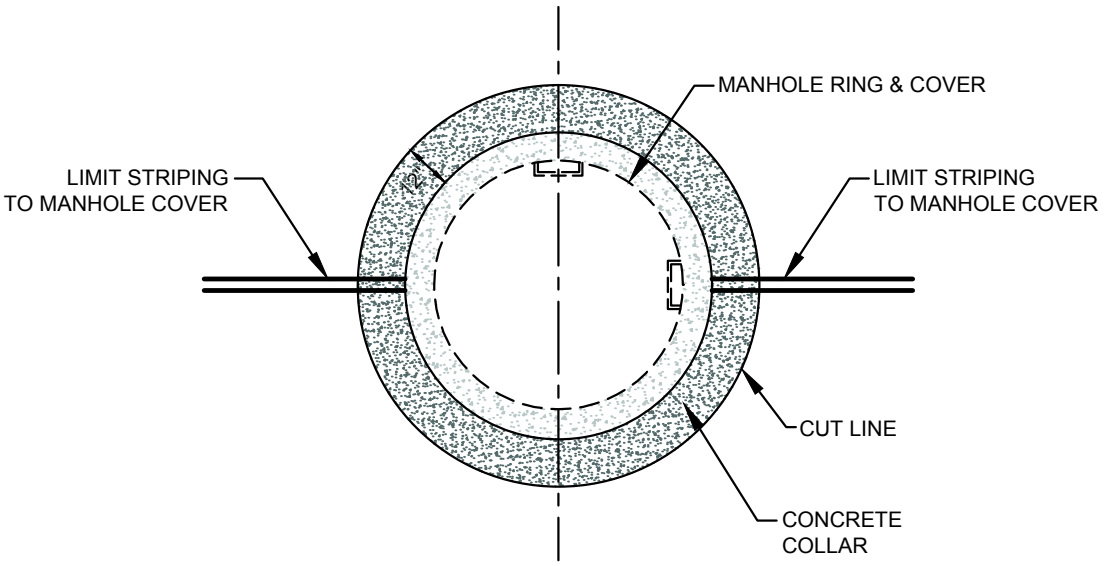
DETAIL DWG. No. 129-0 1 of 1

DRAWN BY: ANTHONY MACKESY
CHECKED BY: ALAN GRIFFITHS
DATE: DECEMBER 15,1998
APPROVED BY: [signature]
PUBLIC WORKS DIRECTOR
DATE: 2/12/99 R.C.E. No. 28129

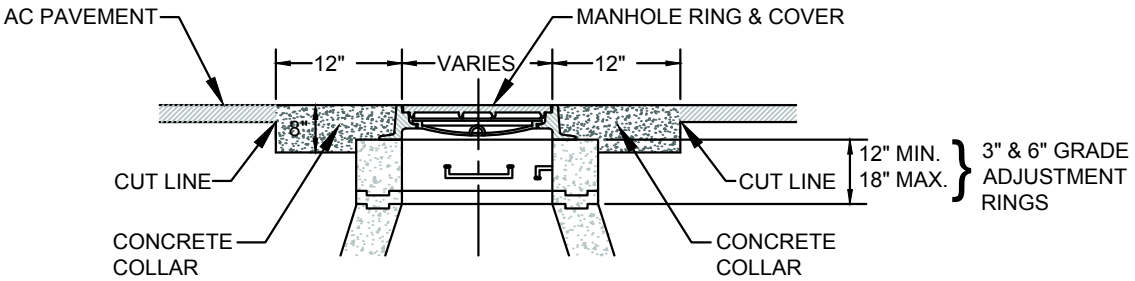
CITY OF REDLANDS
PUBLIC WORKS DEPARTMENT

SPLIT-FACE ROCK CURBING


2
COMBINATION
SIDEWALKS
FOR
INTERSECTIONS OF
50' AND 80' R/W.
CURB R=25'
P/L R=18'
S.W. R=18'-6"
STANDARD 25' CURB RETURN
1- COMBINATION SIDEWALK
&
1- 4' SIDEWALK
FOR
INTERSECTIONS OF
50', 60' AND 80' R/W.
CURB R=25'
P/L R=12'
S.W. R=12'-2"
5'
R= 10'
R= 10'
5'
5'
CURB R=25'
P/L R=13'
S.W. R=13'-2"
R= 10'
4' & 5' SIDEWALKS
FOR
INTERSECTIONS OF
60', 64', 88' AND 100'
R/W
5'
R= 10'
CURB R=25'
P/L R=12'
S.W. R=12'-2"
1- COMBINATION
SIDEWALK
&
1-5' SIDEWALK
NOTE: SEE SPECS FOR JOINT DETAILS
------ DOTTED LINES INDICATE SCORING.
DETAIL
DWG. No. 705-0 1 of 1
DRAWN BY: ANTHONY MACKESY
CHECKED BY: ALAN GRIFFITHS
DATE: DECEMBER 16,1998
APPROVED BY:
PUBLIC WORKS DIRECTOR
DATE: 2/12/99 R.C.E. No. 28129
CITY OF REDLANDS
PUBLIC WORKS DEPARTMENT
TYPICAL SIDEWALK INTERSECTIONS



PLAN VIEW



ELEVATION VIEW

NOTE:

1. SAW CIRCULAR AROUND MANHOLE 12" FROM MANHOLE FRAME.
2. MANHOLE SHALL BE MARKED PRIOR TO CUT THE PAVEMENT.
3. RAISE MANHOLE FRAME AND COVER TO FINISH GRADE BY INSTALLING CONCRETE RINGS AND LEVELING MORTAR.
4. BACKFILL WITH PCC CONCRETE TO FINISH GRADE.
5. CONCRETE TYPE SHALL BE 560-C-3250.
6. ADD QUIKRETE LIQUID CEMENT COLOR - CHARCOAL BLACK.
7. PROTECT FROM TRAFFIC LOADING UNTIL CONCRETE HAS CURED.
8. APPLY TACK COAT TO EDGES OF EXISTING PAVEMENT BEFORE INSTALLATION PATCH.
9. COLLARS ARE REQUIRED FOR ALL PAVED TRAVEL WAYS.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CONCRETE COLLAR

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APPENDIX D
WORK AREA MAPS AND QUANTITIES

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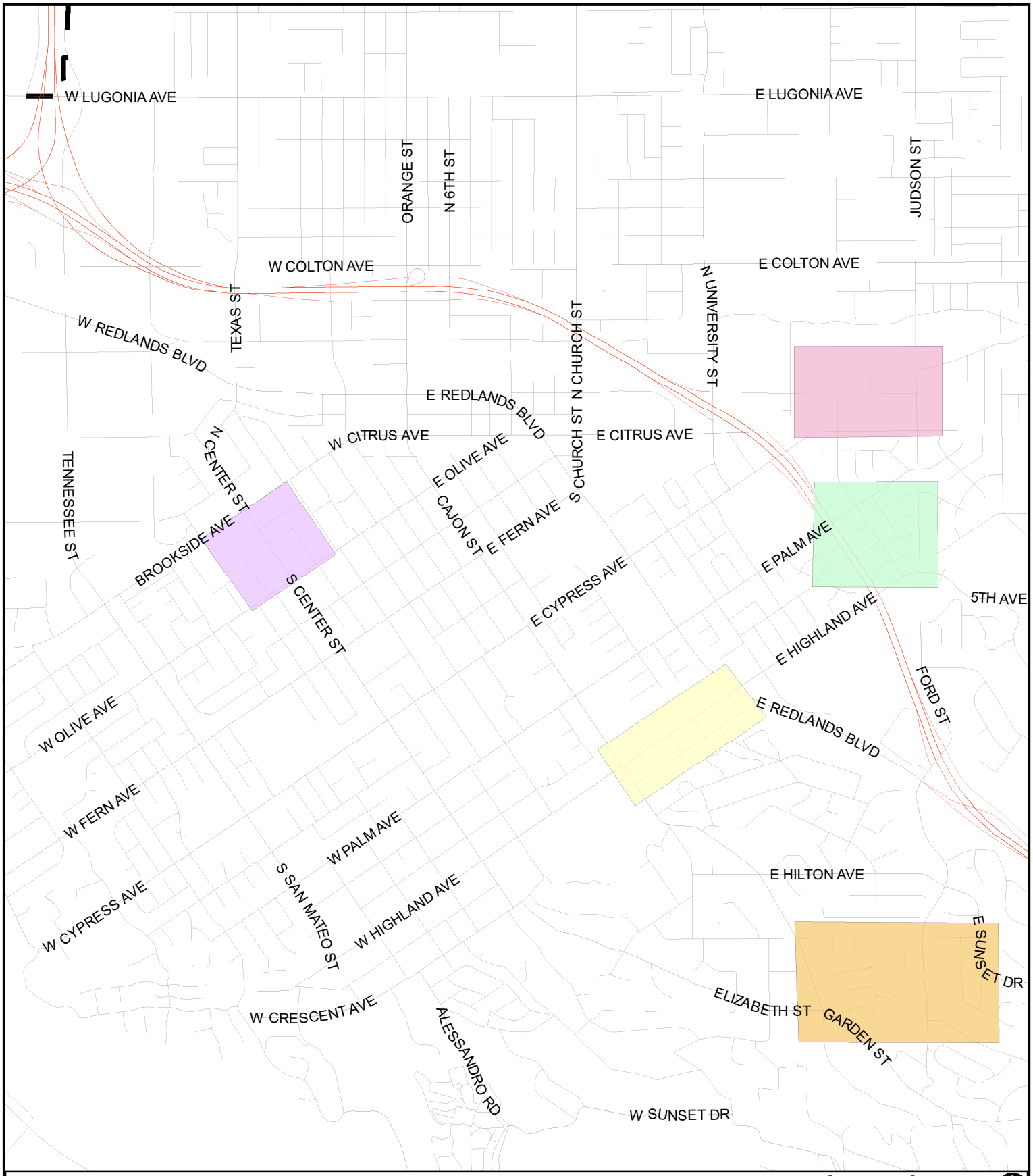

0 690 1,380 2,070 2,760 Feet

2024 Sidewalk and ADA Ramp Replacement Project Location Map

Legend:

- Area A
- Area B
- Area C
- Area D
- Area E

ADA Ramps

No.	Map Area	Street Intersection/ Address	Corner or Side	Ramp Type	Remove and Replace	Notes
1	B	Cajon Street and Highland Avenue	NE	A/C	X	
2	B	Cajon Street and Highland Avenue	SE	A/C	X	
3	C	Del Haven Ct and S. Grove Street	NW	A/C	X	
4	C	Del Haven Ct and S. Grove Street	SW	A/C	X	
5	C	Cambon Ct. and S. Grove Street	NW	A/C	X	
6	C	Cambon Ct. and S. Grove Street	SW	A/C	X	
7	C	Cambon Ct. and Eastwood Street	NE	A/C	X	
8	C	Cambon Ct. and Eastwood Street	NW	A/C	X	
9	D	Franklin Avenue and Eucalyptus Drive	NE	A/C	X	
10	D	Franklin Avenue and Eucalyptus Drive	SE	A/C	X	
11	D	205 Eucalyptus Drive	NW	A/C	X	
12	D	237 Eucalyptus Drive	NE	A/C	X	
13	D	Franklin Avenue and Candy Lane	SW	A/C	X	
14	D	Franklin Avenue and Candy Lane	SE	A/C	X	
15	E	Kaye Court and Central Avenue	NE	A/C	X	
16	E	Kaye Court and Central Avenue	NW	A/C	X	
17	E	Craig Court and Central Avenue	NW	A/C	X	
18	E	Craig Court and Central Avenue	NE	A/C	X	
19	E	Judson Street and Central Avenue	SW	A/C	X	
20	E	Judson Street and Central Avenue	NW	A/C	X	
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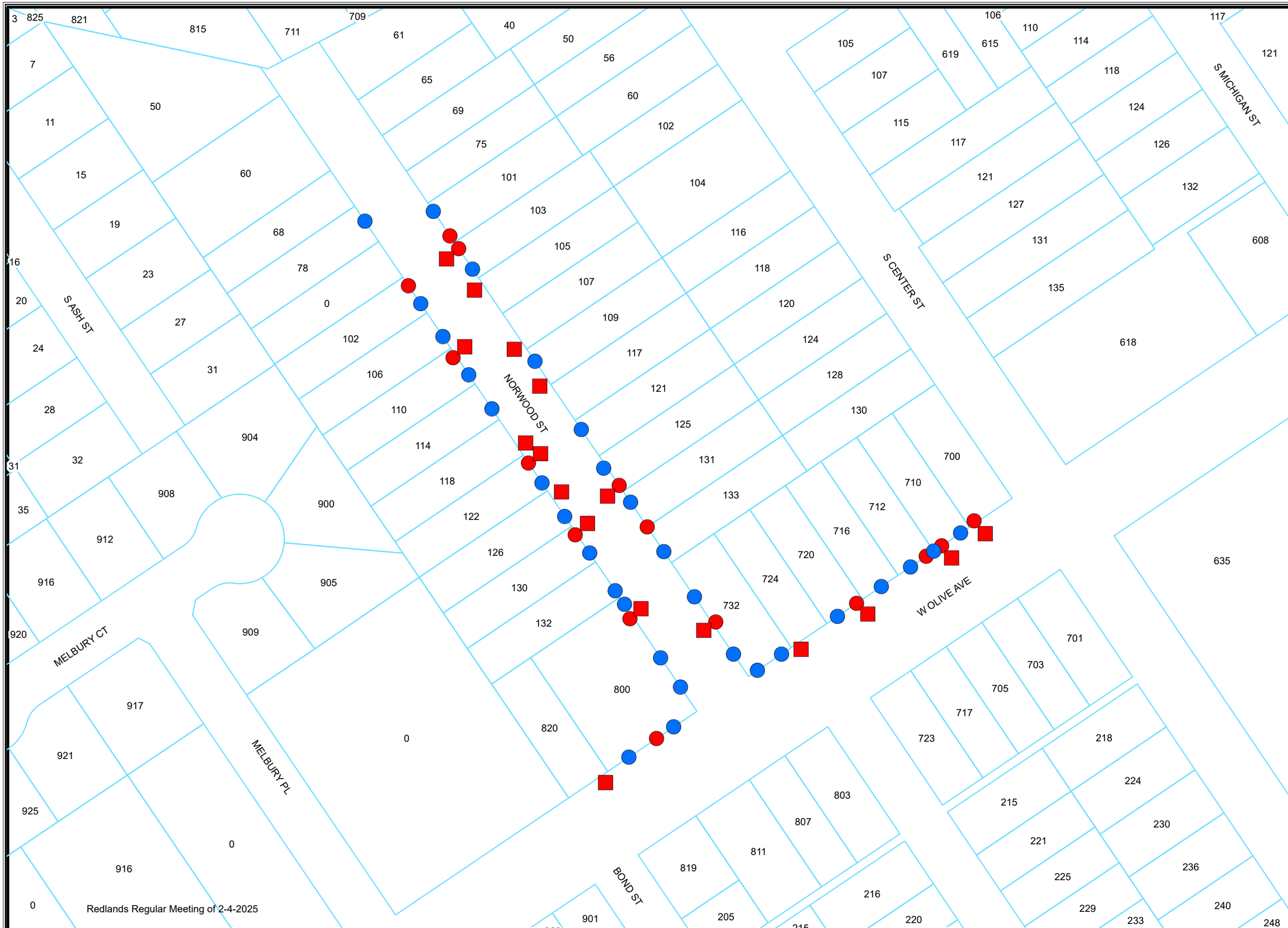
2024 CITYWIDE SIDEWALK AND ADA RAMP REPLACEMENT PROJECT
Area A Quantities

Street Adress		Cross Street (If Applicable)	Side of Street	Length (LF)	Width (LF)	Sidewalk Area (SF) 4" Thick	Sidewalk Area (SF) 6" Thick	**Driveway Area (SF)	Tree?	Notes
House Number	Street Name									
700	W. Olive Ave.		N	12	6		**72**	**150**		6" SW, DW Approach
710	Olive Ave.		N	40	6	240				
710	Olive Ave.		N	10	6		**60**	**150**		6" SW, DW Approach
710/712	Olive Ave.		N	6	6	36				
712	Olive Ave.		N	10	6		**60**			6" SW
712	Olive Ave.		N	41	6	246				
716	Olive Ave.		N	4	6	24				
720	Olive Ave.		N	14	6		**84**	**150**		6" SW, DW Approach
720	Olive Ave.		N	39	6	234				
724	Olive Ave.		N	0	0	0	**0**	**150**		DW Approach
732	Olive Ave.		N	35	6	210				
732	Olive Ave.		E	102	5	510				Side Address
732	Olive Ave.		E	13	5	0	**65**	**85**		Side Address; 6" SW, DW Approach
133	Norwood St.		E	45	5	225				
131/133	Norwood St.		E	10	5		**50**			6" SW
131	Norwood St.		E	46	5	230				
125	Norwood St.		E	11	5	0	**55**	**100**		6" SW, DW Approach
125	Norwood St.		E	22	5	110				
121	Norwood St.		E	29	5	145				
109	Norwood St.		E	0	0	0		**100**		DW Approach
109	Norwood St.		E	78	5	390				
107	Norwood St.		E	0	0	0		**100**		DW Approach
105	Norwood St.		E	0	0	0		**100**		DW Approach
103	Norwood St.		E	40	5	200				
103	Norwood St.		E	11	5	0	**55**	**100**		6" SW, DW Approach
101	Norwood St.		E	5	5	0	**25**			6" SW
101	Norwood St.		E	6	5	30				
78	Norwood St.		W	14	5	70				
102	Norwood St.		W	10	5	0	**50**			6" SW
102	Norwood St.		W	35	5	175				
106	Norwood St.		W	19	5	95				
110	Norwood St.		W	8	5	0	**40**	**105**		6" SW, DW Approach
110	Norwood St.		W	26	5	130				
114	Norwood St.		W	21	5	105				
118	Norwood St.		W	0	0	0		**105**		DW Approach
122	Norwood St.		W	13	5	0	**65**			
122	Norwood St.		W	23	5	115				
126	Norwood St.		W	0	0	0		**105**		DW Approach
126	Norwood St.		W	42	5	210				
130	Norwood St.		W	13	5	0	**65**	**105**		6" SW, DW Approach
130	Norwood St.		W	56	5	280				
134	Norwood St.		W	30	5	150				
144	Norwood St.		W	13	5	65				
144	Norwood St.		W	13	5	0	**65**	**85**		6" SW, DW Approach
800	W. Olive Ave.		W	86	5	430				Side Address
800 - 812	W. Olive Ave.		W	128	6	768				
800 - 810	W. Olive Ave.		W	20	6	0	**120**			6" SW
820	W. Olive Ave.		W	0	0	0		**85**		DW Approach
					Total Qantities	5,423	931	1,775		

**Note: For driveway approach only - curb and gutter included in SF quantity



Area A

- Remove and Replace 4" Thick Sidewalk
- Remove and Replace 6" Thick Sidewalk
- Remove and Replace 6" Thick Driveway
- Remove and Replace ADA Ramp

Page 1 of 1

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N W E S

Scale
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Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

November 13, 2024

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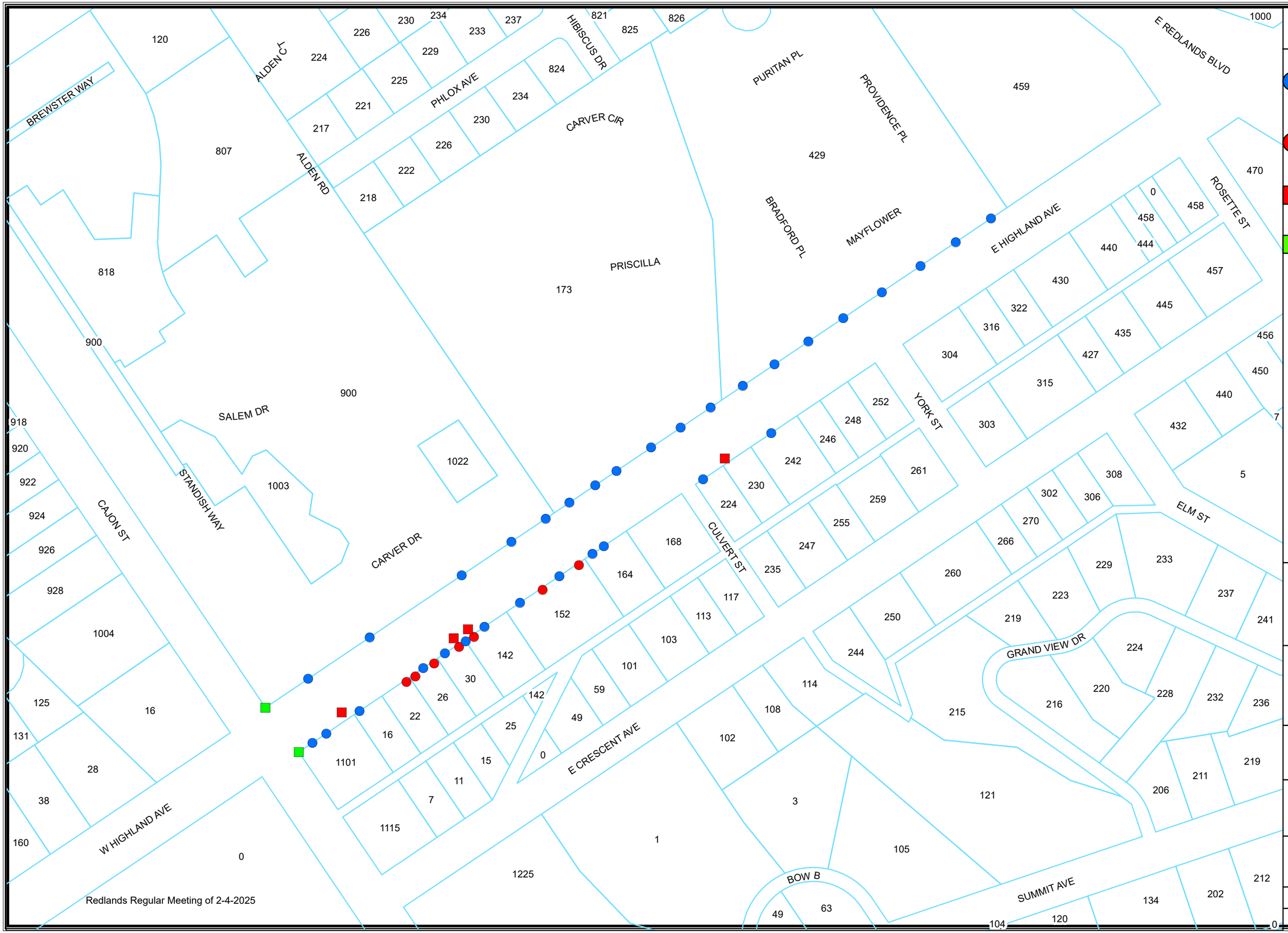
2024 CITYWIDE SIDEWALK AND ADA RAMP REPLACEMENT PROJECT
Area B Quantities

Street Adress		Cross Street (If Applicable)	Side of Street	Length (LF)	Width (LF)	Sidewalk Area (SF) 4" Thick	Sidewalk Area (SF) 6" Thick	**Driveway Area (SF)	Tree?	Notes
House Number	Street Name									
	E. Highland Ave.	Cajon Street	N	447	5	2235				
1101	Cajon Street	E. Highland Ave.	S	6	10	60				
1101	Cajon Street	E. Highland Ave.	S	24	8	192				
1101	Cajon Street	E. Highland Ave.	S	0	0	0		**120**		(1/2) Driveway
16	E. Highland Ave.		S	25	8	200				
22/26	E. Highland Ave.		S	25	8	0	**200**			6" SW
26	E. Highland Ave.		S	34	8	272				
26	E. Highland Ave.		S	13	8	0	**104**			(2) 6" SW
30	E. Highland Ave.		S	45	8	360				
30	E. Highland Ave.		S	7	5	0	**35**	**225**		6" SW; DW Approach
30/142	E. Highland Ave.		S	12	8	96				
142	E. Highland Ave.		S	10	8	0	**80**	**225**		6" SW; DW Approach
142	E. Highland Ave.		S	15	8	120				
152	E. Highland Ave.		S	64	6	384				
152	E. Highland Ave.		S	38	6	0	**228**			(2) 6" SW
164	E. Highland Ave.		S	69	6	414				
224	E. Highland Ave.		S	12	6	72				
230	E. Highland Ave.		S	0	0	0		**60**		(1/2) DW Approach
242	E. Highland Ave.		S	116	6	696				
					Total Qantities	5,101	647	630		

**Note: For driveway approach only - curb and gutter included in SF quantity



Area B

- Remove and Replace 4" Thick Sidewalk
- Remove and Replace 6" Thick Sidewalk
- Remove and Replace 6" Thick Driveway
- Remove and Replace ADA Ramp

Page 1 of 1

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November 13, 2024

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2024 CITYWIDE SIDEWALK AND ADA RAMP REPLACEMENT PROJECT
Area C Quantities

Street Adress		Cross Street (If Applicable)	Side of Street	Length (LF)	Width (LF)	Sidewalk Area (SF) 4" Thick	Sidewalk Area (SF) 6" Thick	**Driveway Area (SF)	Tree?	Notes
House Number	Street Name									
1212	Del Haven Ct		W	56	6	336			Y	Side Address
1212	Del Haven Ct		S	32	4	128				
1200	Del Haven Ct		SW	19	4	76				End of Culdesac
1201	Del Haven Ct		N	32	4	128				
1205	Del Haven Ct		N	15	4	60				
1209	Del Haven Ct		N	25	4	100				
1213	Del Haven Ct		N	42	4	168				
1214	Cambon Ct		S	45	4	180				
1210	Cambon Ct		S	54	4	216				
1206	Cambon Ct		S	32	4	128				
1202	Cambon Ct		S	32	4	128				
1201	Cambon Ct		NW	68	4	272				
1205	Cambon Ct		N	34	4	136				
1213	Cambon Ct		N	34	4	136				
1308	Del Haven Ct		S	26	4	104				
1314/1323	Del Haven Ct		E	25	4	100				
1323	Del Haven Ct		NE	11	4	44				
1317/1323	Del Haven Ct		N	20	4	80				
1317	Del Haven Ct		N	50	4	200				
1311	Del Haven Ct		N	39	4	156				
1305	Del Haven Ct		N	11	4	44				
1305	Del Haven Ct		E	11	5	55				
1005	S Gove St		S	32	4	128				Side Address
1308	Cambon Ct		S	84	4	336				
1320	Cambon Ct		S	24	4	96				
1326/1329	Cambon Ct		E	21	4	84				
1329	Cambon Ct		NE	22	4	88				
1323	Cambon Ct		N	20	4	80				
1317	Cambon Ct		E	45	4	180			Y	Side Address
965	S Gove St		N	64	4	256				Side Address
1311	Cambon Ct		N	85	4	340				Side Address
					Total Qantities	4,563	-	-		

**Note: For driveway approach only - curb and gutter included in SF quantity

Area C

- Remove and Replace 4" Thick Sidewalk
- Remove and Replace 6" Thick Sidewalk
- Remove and Replace 6" Thick Driveway
- Remove and Replace ADA Ramp

Page 1 of 1

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Feet

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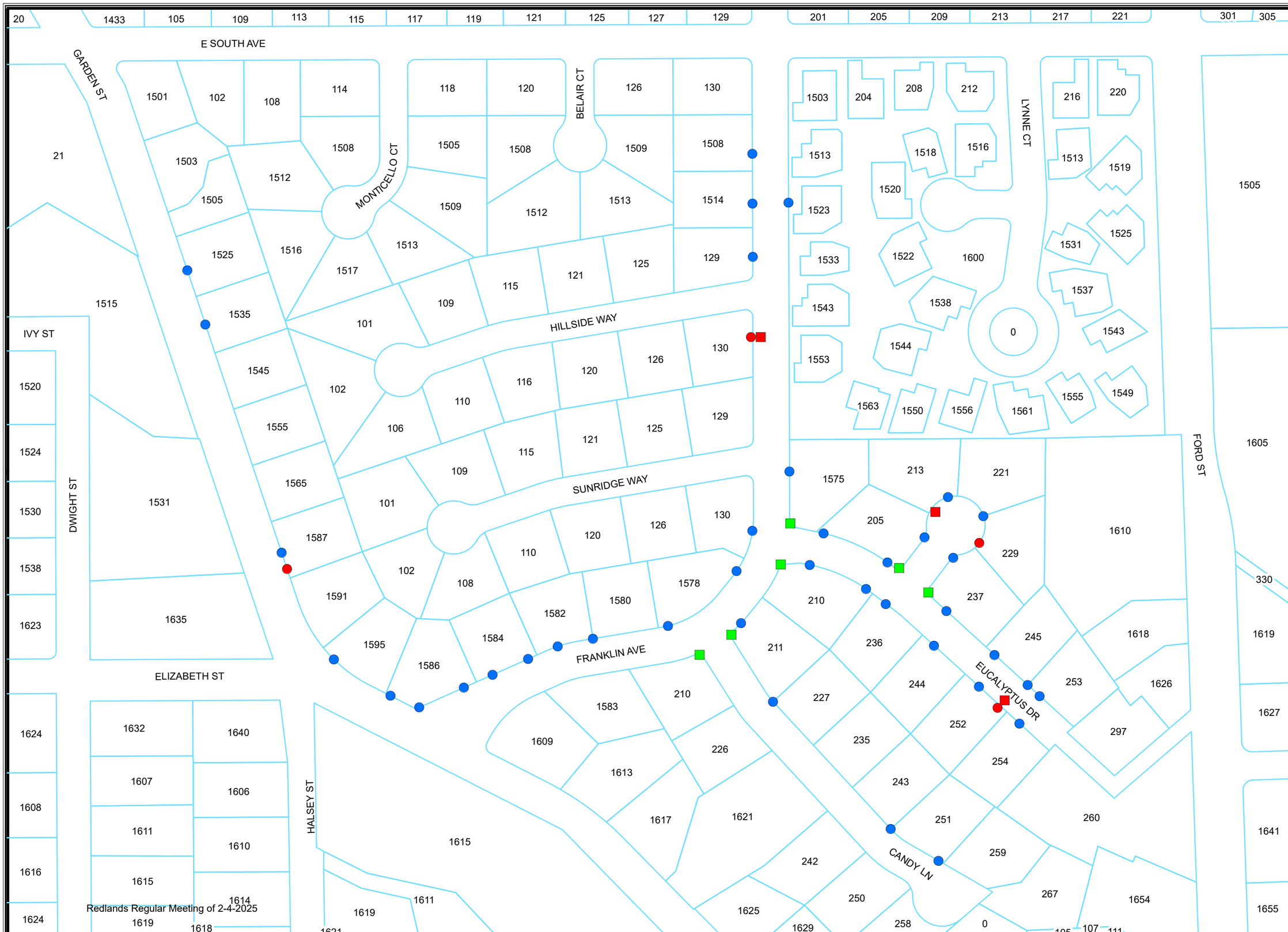
2024 CITYWIDE SIDEWALK AND ADA RAMP REPLACEMENT PROJECT
Area D Quantities

Street Adress		Cross Street (If Applicable)	Side of Street	Length (LF)	Width (LF)	Sidewalk Area (SF) 4" Thick	Sidewalk Area (SF) 6" Thick	**Driveway Area (SF)	Tree?	Notes
House Number	Street Name									
1530	Helena Ln		W	8	4	32				
1600	Helena Ln		W	25	4	100				
1620	Helena Ln		W	12	4	48				
1630	Helena Ln		W	34	4	136				
1630/1640	Helena Ln		W	131	4	524				
320/1640	Via Vista Dr/Helena Ln		SW	11	4	44				
330	Via Vista Dr		S	15	4	60				
402	Via Vista Dr		S	32	4	128				
1640	Juanita Ln		N	11	4	44				Side Address
1635	Helena Ln		NE	64	4	256				
1635	Helena Ln		E	9	4	0	36			6" SW
1635	Helena Ln		E	9	4	36				
1625	Helena Ln		E	40	4	160				
1615	Helena Ln		E	24	4	96				
1605	Helena Ln		E	15	4	60				
1535	Helena Ln		E	15	4	60				
1525	Helena Ln		E	82	4	328				
1515	Helena Ln		E	31	4	124				
1515	Helena Ln		E	8	4	32				
1505	Helena Ln		E	22	4	88				
1525	Garden St.		E	48	5	240				
1535	Garden St.		E	37	5	185				
1587	Garden St.		E	40	5	200				
1587	Garden St.		E	10	5	0	50			6" SW
1595	Garden St.		E	10	5	50				
1586	Franklin Ave.		NE	43	5	215				
1584	Franklin Ave.		N	37	5	185				
1582	Franklin Ave.		N	40	5	200				
1580/1582	Franklin Ave.		N	15	5	75				
1578	Franklin Ave.		N	73	5	365				
130	Sunridge Way		W	124	5	620				Side Address
130	Hillside Way		W	15	5	0	75	120		6" SW & DW Approach
129	Hillside Way		W	33	5	165				Side Address
1514	Franklin Ave.		W	31	5	155				
1508	Franklin Ave.		W	25	5	125				
1523	Franklin Ave.		E	15	5	75				
1575	Franklin Ave.		E	82	5	410				
205	Eucalyptus Dr.		N	148	4	592				
205	Eucalyptus Dr.		NW	105	4	420				
213	Eucalyptus Dr.		NW	65	4	260				
213	Eucalyptus Dr.		NW	0	0	0		75		1/2 Driveway
221/229	Eucalyptus Dr.		NE	21	4	84				
229	Eucalyptus Dr.		NE	11	4	0	44			6" SW
237	Eucalyptus Dr.		NE	77	4	308				Side Address
237	Eucalyptus Dr.		N	60	4	240				
245	Eucalyptus Dr.		N	8	4	32				
245/253	Eucalyptus Dr.		N	32	4	128				
253	Eucalyptus Dr.		N	20	4	80				
254	Eucalyptus Dr.		S	42	4	168				
252	Eucalyptus Dr.		S	16	4	0	64	150		6" SW & DW Approach
252	Eucalyptus Dr.		S	8	4	32				
244	Eucalyptus Dr.		S	7	4	28				
236	Eucalyptus Dr.		S	19	4	76				
210	Eucalyptus Dr.		S	61	4	244				
211	Candy Ln.		S	10	5	50				
251	Candy Ln.		E	36	4	144			Y	
243/251	Candy Ln.		E	28	4	112			Y	
211/227	Candy Ln.		E	30	4	120			Y	
					Total Qantities	8,739	269	345		

**Note: For driveway approach only - curb and gutter included in SF quantity



Area D

- Remove and Replace 4" Thick Sidewalk
- Remove and Replace 6" Thick Sidewalk
- Remove and Replace 6" Thick Driveway
- Remove and Replace ADA Ramp

Page 1 of 2

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N W E S

Scale
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Feet

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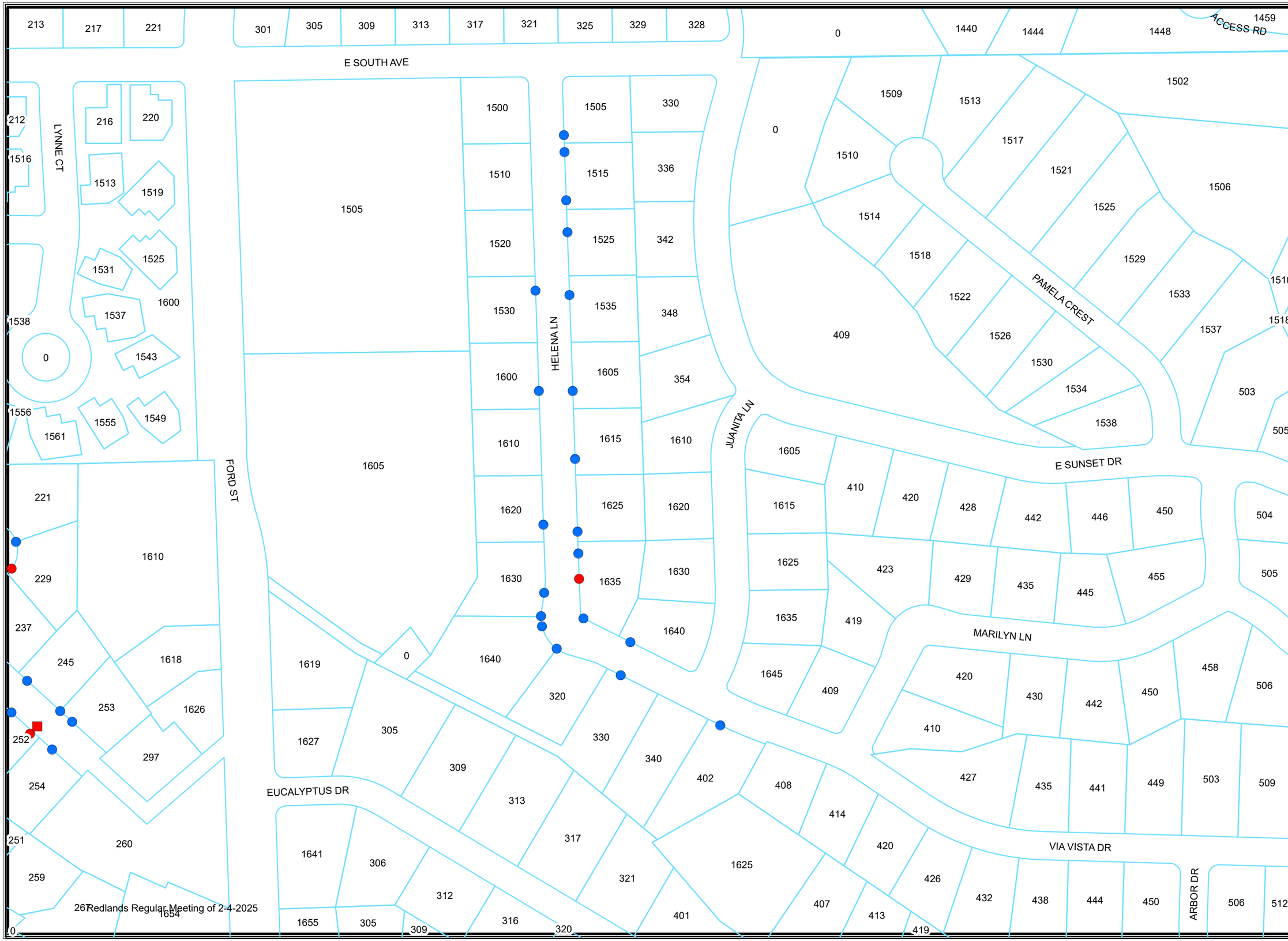

Area D

- Remove and Replace 4" Thick Sidewalk
- Remove and Replace 6" Thick Sidewalk
- Remove and Replace 6" Thick Driveway
- Remove and Replace ADA Ramp

Page 2 of 2

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Scale
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Feet

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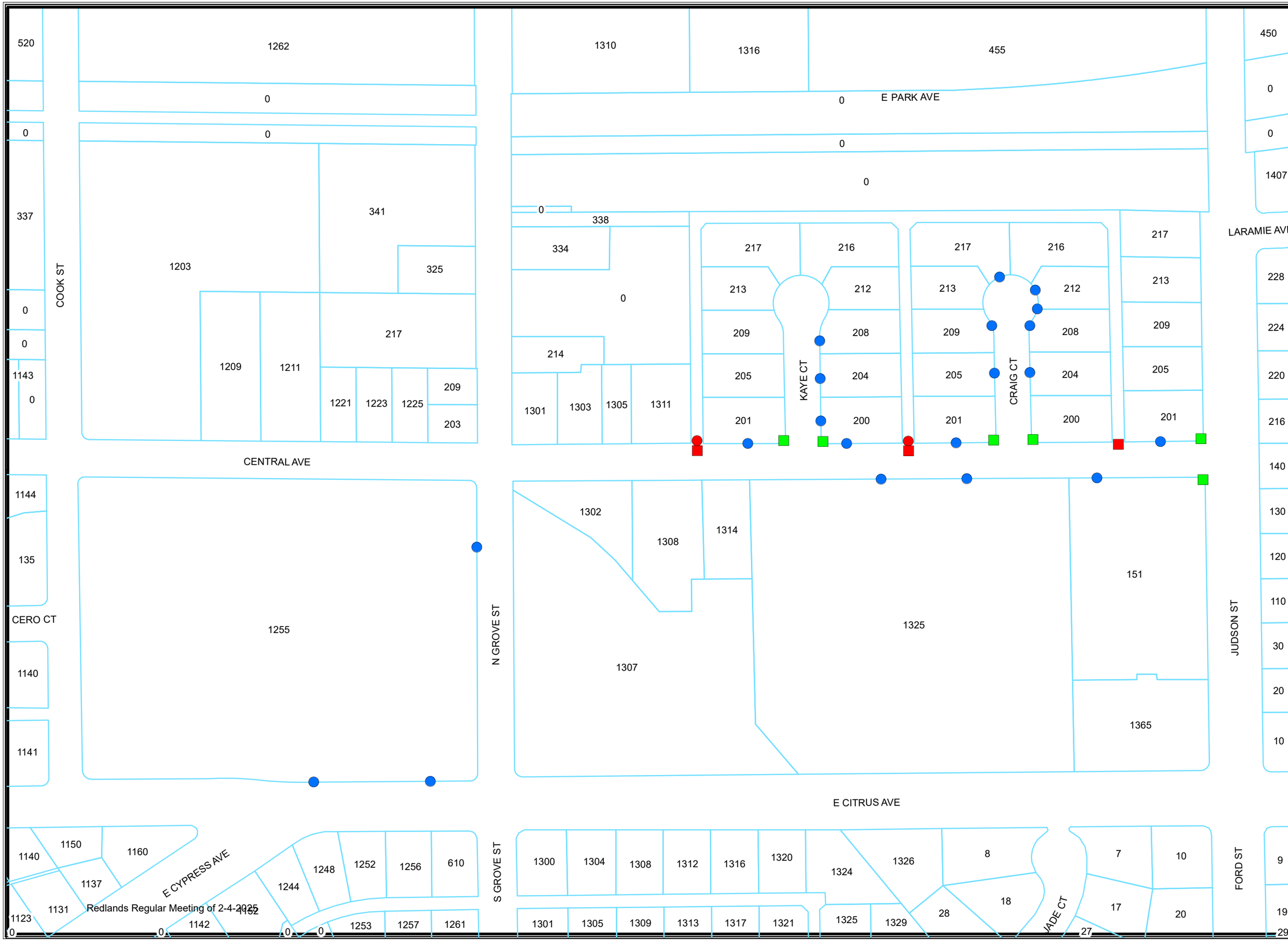
2024 CITYWIDE SIDEWALK AND ADA RAMP REPLACEMENT PROJECT
Area E Quantities

Street Adress		Cross Street (If Applicable)	Side of Street	Length (LF)	Width (LF)	Sidewalk Area (SF) 4" Thick	Sidewalk Area (SF) 6" Thick	**Driveway Area (SF)	Tree?	Notes
House Number	Street Name									
1255	Citrus Avenue		N	86	5	430				
1255	Citrus Avenue	Grove Street	W	18	4	72				Side Address
	Central Ave	(Alley)						**240**		DW Approach
201	Kaye Ct	Central Ave	N	31	4	124				Side Address
208	Kaye Ct		E	21	4	84				
204	Kaye Ct		E	20	4	80				
200	Kaye Ct		E	28	4	112				
200	Kaye Ct	Central Ave	N	9	4	36				Side Address
	Central Ave	(Alley)	N	21	4	84		**260**		DW Approach
201	Craig Ct	Central Ave	N	37	4	148				Side Address
205	Craig Ct		W	56	4	224				
209	Craig Ct		W	7	6	42				
217	Craig Ct		NW	52	6	312				
212	Craig Ct		E	9	6	54				
208/212	Craig Ct		E	11	7	77				Protect in Place WM
208	Craig Ct		E	33	4	132				
204	Craig Ct		E	33	4	132				
	Central Ave	(Alley)	N			0		**290**		DW Approach
201	Judson St		N	10	4	40				Side Address
151	Judson St	Central Ave	S			0				Side Address
1325	Citrus Avenue		S	193	4	772				
					Total Qantities	2,955	-	790		

**Note: For driveway approach only - curb and gutter included in SF quantity



Area E

- Remove and Replace 4" Thick Sidewalk
- Remove and Replace 6" Thick Sidewalk
- Remove and Replace 6" Thick Driveway
- Remove and Replace ADA Ramp

Page 1 of 1

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N W E S

Scale
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Feet

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APPENDIX E

a. City Encroachment Permit Form

(Contractor to obtain encroachment permit from the City as no-fee permit)

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Application for Road / Encroachment Permit

City of Redlands - Municipal Utilities & Engineering Department **PERMIT NO. _____**

Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Contractor: _____ USA ID No.: _____

Contractor License No.: _____ Type: _____ Cal OSHA No.: _____

I hereby request permission to construct/install improvements/facilities within the City of Redlands road right-of-way at the following location:

Construction Start Date: _____ Anticipated Completion Date: _____

Development No.: _____ Plan No.: _____

Street Name: _____

Cross Streets: _____

Address: _____

For the purpose of performing the following work:

_____

_____

Applicant/Agent Signature: _____ Date: _____

In accordance with Plans approved by the Municipal Utilities & Engineering Director and/or the Standard Specifications and Detail Drawings of the City of Redlands for the **quantity and type** of improvements listed below:

SHADED AREA FOR OFFICIAL USE ONLY

			BASE	EACH		
	EA	Driveway Appr, Res/Comm	$ 86.00	$ 43.00	EA	=$
	SF	Sidewalk	$ 86.00	$ .44	SF	=$
	SF	Cross Gutter/Spandrel	$ 86.00	$ .87	SF	=$
	LF	Curb & Gutter	$ 86.00	$ 3.28	LF	=$
	LF	Curb/Berm	$ 86.00	$ 2.19	LF	=$
	SF	Asphalt Pavement	$ 10.00	$ .09	SF	=$
	SF	Crushed Aggregate Base	$ 86.00	$ .09	SF	=$
	EA	Street Light	$ 86.00	$ 43.00	EA	=$
	EA	Traffic Signal - New	$ 86.00	$ 2,568.00	EA	=$
	EA	Traffic Signal - Modification	$ 86.00	$ 2,011.00	EA	=$
	CY	Reinforced Concrete	$ 86.00	$ 130	CY	=$
	LF	Storm Drain Pipe	$ 86.00	$ 5.21	LF	=$
	EA	Curb Inlet/Outlet Structures	$ 86.00	$ 43.00	EA	=$
	EA	Storm Drain Manhole/Junction Box	$ 86.00	$ 43.00	EA	=$
	EA	Curb Core	$ 86.00	$ 43.00	EA	=$
	LF	Sewer Main	$ 86.00	$ 1.73	LF	=$
	EA	Sewer Manhole	$ 86.00	$ 43.00	EA	=$
	EA	Sewer Cleanout	$ 86.00	$ 43.00	EA	=$
	EA	Sewer Lateral	$ 86.00	$ 43.00	EA	=$
	LF	Water Main - Potable	$ 86.00	$ 1.73	LF	=$
	LF	Water Main - Non-Potable	$ 86.00	$ 1.73	LF	=$
	EA	Fire Hydrant Assembly	$ 86.00	$ 43.00	EA	=$
	EA	Water Service Lateral	$ 86.00	$ 43.00	EA	=$
	EA	Water Shutdown	$ 86.00	$ 43.00	EA	=$
	EA	Fire Service	$ 86.00	$ 43.00	EA	=$
	LF	Excavation/Utility Trench	$ 86.00	$ 1.73	LF	=$
	SF	Street Patch	$ 86.00	$ .18	SF	=$
	EA	Fire Flow Test	$ 79.00		EA	=$
	SF	Warranty Fee (Street Cut)	$		SF	=$
	EA	Traffic Safety Setup	$ 0.00	$ 55.00	EA	=$
	HR	OT/Off Hrs Inspection (2 HR Min)	$	$ 122.60	HR	=$
			$			=$
			$			=$

Truck Route Permit Required: ☐ YES ☐ NO

Closure Permit With Traffic Plan Required: ☐ YES ☐ NO

Water Shutdown Required: ☐ YES ☐ NO

Bond Required: ☐ YES ☐ NO

Conduit Material: _____

Conduit Size: _____

Calculated By

Municipal Utilities & Engineering

SUBTOTAL PERMIT FEE $ _____

PERMIT FEE work complete within specified date from issuance = $ 339.00 fee. **$339.00**

PENALTY FEE 25% of total permit fee if issued after commencement of work $ _____

(Effective 10/7/2020) **TOTAL ENCROACHMENT PERMIT FEE $** _____

APPENDIX F

CONTRACTOR SAFETY PROGRAM

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THE CITY OF REDLANDS

CONTRACTOR SAFETY PROGRAM

Rev. June 15, 2021

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CONTRACTOR SAFETY PROGRAM

I. Policy

The purpose of this Contractor Safety Program ("CSP") is to ensure, as best as reasonably possible, the protection and safety of all persons and property during construction activities undertaken by private contractors on behalf of the City of Redlands ("City"). The City has a comprehensive and structured approach in outsourcing services performed on City facilities by third-party persons and entities ("Contractor(s)"). The first phase of this comprehensive approach includes actively screening Contractors based on safety records, safety performance, and safety compliance. After the qualified Contractor is awarded a contract, the Contractor must then ensure compliance with all local, state, federal and Cal/OSHA regulations applicable to the contracted scope of work, and requirements set forth within this CSP. The Contractor, its agents, and personnel must adhere to the policies and procedures set forth by this CSP and all applicable laws and regulations.

II. Authority

California Code of Regulations, Title 8, Section 336.10 "Determination of Citable Employer"
California Code of Regulations, Title 8
"Greenbook" Standard Specifications for Public Works Construction
Redlands Municipal Code
California Building Code

III. Scope

This CSP applies to all Contractors who provide or render construction or improvement services for City-owned property and facilities.
The Contractor services covered under this CSP include, but are not limited to, the following:

A. New construction;
B. Remodeling;
C. Facility maintenance or repair;
D. Equipment installation or maintenance; and
E. Services (i.e. janitorial, fleet operations, landscaping, etc.)

Consultants/ Professional service providers are exempt from having to submit a Safety Prequalification Questionnaire ("SPQ"), prior to the beginning of work, but they are expected to be compliant with industry best practices with regards to maintaining a safe work environment for their employees and others.

IV. Definitions

A. **Contract –** any written agreement between the City of Redlands and a Contractor, to perform a specified scope of work on City facilities. With respect to this policy, a contract includes, but is not limited to: awarded purchase orders, bids, and/ or project contracts.
B. **Construction Work –** construction, alteration, and/or repair, including painting and decorating.
C. **Contractor –** a person or entity (including all personnel) awarded a contract to perform work on City property or facilities.
D. **D.A.R.T Rate –** Injuries and illnesses severe enough to warrant: Days Away, Restrictions and Transfers. The DART rate is calculated using the following formula: Number of OSHA Recordable injuries and illnesses that resulted in Days Away x 200,000/divided by total hours worked by all employees during the year covered.

E. **Designated Work Area –** an area where it is necessary to restrict or limit entry or access of nonessential personnel or the public. Examples include work areas involving remediation abatement, demolition, excavation, and overhead lifting.
F. **Facilities –** any building or property owned by the City of Redlands.
G. **Hazard –** source or situation with a potential for harm in terms of injury or health, damage to property, damage to workplace environment, or a combination of these.
H. **Job Hazard Analysis ("JHA") –** a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. The objective is to eliminate the risk or to utilize control measures to reduce the risk.
I. **North American Industry Classification System ("NAICS") –** is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
J. **Non-compliance –** any deviation from standards, practices, processes, procedures, regulations etc. that could either directly or indirectly lead to injury or illness, property damage, damage to the workplace environment, or any combination of these criteria.
K. **Notice of non-compliance –** form provided to the Contractor by the City alerting the contractor of non-compliance with City specifications, Cal/OSHA regulations, or any other generally accepted safe work practice.
L. **Non-compliant hazardous work condition –** any hazard that is considered to be non-compliant with State or Federal safety and health regulations, City specifications, or any inconsistency with generally accepted work practices.
M. **Personnel –** all Contractor employees, contractors, sub-contractors and agents provided access to City property or facilities.
N. **Recordable Incident** – any injury or illness resulting in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness per OSHA Section 1904.7(a).
O. **Safety Tailgate –** informal safety meeting generally conducted at the job site prior to the commencement of a job or work shift.
P. **Services –** any and all, labor, duties, functions and activities required to be performed by the Contractor under the contract and any subsequent addenda.

V. Responsibilities

RISK MANAGEMENT

A. Update, maintain, and administer this CSP;
B. Maintain centralized records of training, site visit data, written programs, tailgate meetings, permits, and all other necessary contractor related documentation;
C. Provide technical assistance to Engineering personnel;
D. Attend Pre-construction meetings and progress meetings as needed;
E. Provide assistance on safety inspections as needed;
F. Review safety submittals;
G. Provide guidance on pre-qualification determination; and
H. Provide training to affected city personnel with responsibilities under this program.

PROJECT MANAGER (CITY)

The Project Manager has the authority to delegate any or all portions of this CSP to subordinates, but the Project Manager will be held accountable for their compliance. The Project Manager shall contact Risk Management, as necessary, for assistance in relation to this CSP.

A. Ensure safety hazards are addressed in a timely manner;
B. Communicate safety concerns during pre-construction meetings and progress meetings;
C. Inform impacted employees of construction activities scheduled in their work area;
D. Enforce pre-qualification procedures in bidding process; and
E. Ensure this CSP is properly executed.

INSPECTOR (CITY)

The City of Redlands construction inspector is not a safety professional and will only provide "Notice of Non-Compliance" for obvious and serious non-compliant conditions.

A. To the best of their abilities, inspect work sites for safety hazards;
B. Communicate safety concerns to Contractor;
C. Provide Contractor with "Notice of Non-Compliance" when serious conditions occur or repeat violations;
D. Collect documentation needed for construction worksites;
E. Submit documentation to Risk Management for recordkeeping;
F. Maintain photo documentation of safety hazards;
G. Never enter situations that can harm or endanger himself/ herself;
H. Never use personal protective equipment (PPE) or enter situations, which they are not trained for;
I. Contact Emergency Medical Services (911) and Risk Management in case of emergency; and
J. Attend and communicate safety concerns in progress meetings.

EMPLOYEES (CITY)

A. Immediately notify the Project Manager, inspector, or Risk Management of any safety related concerns at a Contractor job site; and
B. Contact Emergency Medical Services (911) and Risk Management in case of emergency.

CONTRACTOR

Where relevant and applicable, the Contractor's responsibilities shall include:

A. Compliance with requirements and responsibilities detailed within the Contractor Safety Program;
B. Ensure all local regulatory requirements are met and all necessary permits are obtained before conducting work on behalf of the City;
C. Designate a Project Safety Official by name who shall be available at all times to abate safety hazards;
D. Ensure all personnel have the appropriate qualifications and training to perform the contracted work (Copies of current training documentation and certifications must be on file with the City);
E. Inform City Project Manager or inspector of any job site safety hazards or concerns;
F. Inform City Project Manager if any suspected asbestos-containing material is located;
G. Conduct and submit Job Hazard Analysis (JHA) before work and as required by change of tasks;
H. Conduct and submit Safety Tailgates on a bi-weekly basis;
I. Provide all required PPE necessary to conduct work safely and in accordance with required local regulations;
J. The safety of all individuals who enter work site;
K. Spill cleanup;
L. Immediately report any incidents, accidents, near misses, unsafe conditions, or unsafe acts involving any jobsite personnel;

M. Arrange for the proper storage and removal of waste generated prior to the completion of job, and provide confirmation that the materials have been removed or disposed of in a manner compliant with all applicable environmental regulations;
N. Removing all equipment used during work activities and ensuring proper housekeeping of designated work area at the end of each workday and upon completion of the job;
O. Contact Emergency Services (911) and Project Manager in the event of an emergency; and
P. For the actions of their subcontractors, as they may pertain to this CSP, including their adherence to its contents and review of this document.

PROJECT SAFETY OFFICIAL (CONTRACTOR)

A. Shall be at the work site at all times;
B. Must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices;
C. Shall be available at all times to abate any potential safety hazards; and
D. Shall have the authority and responsibility to shut down an unsafe operation, if necessary.

VI. Program

SAFETY PREQUALIFICATION PROCESS

A. The safety prequalification process is intended to:
   - Provide the City with knowledge of past and current safety performance of Contractors working on City construction projects;
   - Improve Contractor compliance with City safety rules, including safe work practices required by applicable regulations and laws; and
   - Improve safety during Contractor activities.
B. A copy of the SPQ shall be provided to each person or entity bidding on a project, as part of the bidding process.
C. The completed questionnaire shall be returned and reviewed prior to awarding contract work, with supporting information provided as indicated by responses on questionnaire.
D. The SPQ shall be submitted to: 35 Cajon St., Suite 4
   Redlands Ca, 92373
   Attention: Project Name-Contractor Name-SPQ
E. The following criteria and information relating to the Contractor will be reviewed prior to awarding contract:
   - Contractor License;
   - Incident Rates;
   - OSHA Citations;
   - Safety Policies;
   - Safety Programs and Procedures;
   - Compliance History on City Projects; and
   - Certification Statement.
F. Contractor must qualify in each section to be approved for award of a contract.
G. If a Contractor fails to pass prequalification procedure, the City has the right to disqualify the Contractor's proposal.

H. All costs associated with compliance with City of Redlands prequalification requirements shall be at the sole expense of the Contractor.
I. If a Contractor provides information that is later determined to be false, or improperly withholds information, the Contractor will be immediately disqualified.
J. Any questions or information relating to filing this questionnaire may be answered by reaching:
   - Engineering: (909) 798-7698; or
   - Risk Management: (909) 798-7514

DISQUALIFICATION APPEAL PROCESS

This provision is established pursuant to Public Contract Code section 20101(d) which requires every public agency that requires prospective bidders to prequalify pursuant to the law to establish "a process that will allow prospective bidders to dispute their proposed prequalification rating prior to selection of an alternate bidder." If the City intends to disqualify a bidder based upon the bidder's safety record, the City will notify the bidder in writing and provide the bidder with any supporting evidence that has been received from others or adduced as a result of an investigation by the City. The notice of intention shall be sent by certified mail with return receipt requested or by overnight mail via a delivery service that provides online tracking which identifies the date of the prospective bidder's receipt of the notice, and shall include notice that the bidder has the right to, and may request a hearing to rebut any evidence used as a basis for disqualification and to present evidence to the City as to why the prospective bidder should be found qualified. Requests for a hearing must be made by written request to the City within ten calendar days of the date of the prospective bidder's receipt of the City's notice of intention. If the bidder does not request a hearing within the time allowed, the City's determination shall stand unchallenged and become final.

Within seven calendar days of receiving the bidder's request for a hearing, the City shall notify the bidder in writing of the date, time and place of the hearing. The hearing shall be held no sooner than ten (10) calendar days and no later than fifteen (15) calendar days after the notice is given. The notice shall inform the bidder of its right to present testimony and documents in support of its position.

The hearing shall be conducted before the Redlands City Manager, which may be continued from time to time as reasonably determined by the City Manager, but shall not exceed forty five (45) days. At the conclusion of the hearing, and after considering all testimony and documentation presented, the City Manager shall issue a written decision no later than five calendar days following the hearing. The City Manager's decision shall be final and is not subject to further appeal to the City.

The bidder shall not be entitled to bid on any contracts with the City until it has met the safety pre-qualification standards. If the City Manager approves an appeal, the contractor will have been deemed to meet the qualification standards and it will be valid for one year. The bidder shall have the right to withdraw its application for prequalification or its appeal at any time before the City Manager's decision becomes final. Such withdrawal will not preclude the bidder from re-applying for prequalification.

CONSTRUCTION PROJECTS

A. After a contract is awarded, the Contractor shall maintain, throughout the duration of the project, safety measures as necessary to protect the public and workers within, or in the vicinity of, the designated work zone. This includes an evaluation of the work to be performed and the hazards likely to be encountered. Contractors are expected to follow, at a minimum, all pertinent laws, rules and regulations for the location in which they will be working. Where applicable, Contractor Safety Programs will meet or exceed City programs/ procedures and are subject to review and approval by the City prior to contract execution.

B. Job Hazard Analysis ("JHA")
    1. Prior to a notice to proceed a JHA must be completed utilizing the City's form, or equivalent, to assess the hazards present in the designated work area. Any information requested on the City's form, but not stated on the equivalent form utilized, shall be provided separately with the original submission.
    2. All members of the construction unit must sign the JHA to acknowledge hazard abatement procedures.
    3. JHA must be kept at job site accessible to all impacted personnel.
    4. Failure to follow JHA procedures may lead to termination of the contract.
C. Personal Protective Equipment ("PPE")
    1. All required PPE must be worn at all times during work activities.
    2. All mandatory PPE must be highlighted in the JHA.
    3. PPE shall be provided by the Contractor.
    4. Failure to follow PPE guidelines may lead to termination of the contract.
D. Safety Tailgates
    1. Safety Tailgate Meetings must be held on a biweekly basis for all construction projects.
    2. The first meeting shall take place on Day 1, Week 1 and every other week thereafter.
    3. Tailgates shall be signed by all personnel and submitted to Construction Inspector for recordkeeping.
    4. Tailgate topics should be specific to the scope of work of the project.
E. Injury Reporting
    1. Contractors shall immediately report injuries or accidents to the Project Manager (regardless of severity). Additionally, contractors are responsible for and must also conduct accident investigations of any injuries that occur on site and provide results to the Project Manager.
    2. Use the City Incident Investigation Form (Attachment E), or equivalent, to meet this requirement.
F. Spill Prevention
    1. The Contractor is responsible for any spill within the confines of the project and those outside of the construction limits caused by the Contractor's defective equipment, containers, or personnel.
    2. Secondary spill containment systems shall be used to prevent contamination of the environment.
G. Construction in Occupied Buildings
    1. When building occupants are present during construction projects additional safeguards must be implemented to eliminate exposures and complaints. Dust/ particulates from demolition, sanding and other construction activities must be controlled by adequate ventilation, or containment and negative air ventilation systems based upon the specific type of activity and particle. Similar controls must be utilized for odorous activities including, but not limited to, carpet adhesive, painting, welding, and coatings.
    2. The Contractor shall ensure that the HVAC system is protected in order to prevent contamination. If an HVAC system is unprotected and contaminated by any construction/demolition materials, the Contractor shall be held responsible for the cost of cleaning the system and any subsequent repairs therein.
    3. Negative air ventilation systems shall have appropriate filtration and be exhausted outside of the building.

INSPECTIONS

A. Follow up inspections will be executed to enforce compliance with safety and health requirements.
B. Follow up inspections will be conducted as part of routine site inspections by construction inspector and Risk Management employees.

C. The SPQ aims to provide the City with knowledge of Contractor safety history and safety practices. This minimizes the need for increased frequency of inspections. In addition, the City will take the following guidelines into consideration when determining frequency of inspections.
    1. Scale of project;
    2. The frequency with which the number and types of hazards change as the work progresses;
    3. More frequent inspections will be implemented in the beginning of the project; and
    4. When the Contractor has never worked for the City.

TRAINING/DOCUMENTATION

A. Contractor will ensure that all personnel are properly trained for the scope of work they are assigned, as well as the equipment they will be utilizing.
B. Documentation shall be on file with the City prior to project start.
C. Personnel missing training documentation shall not be permitted to work on awarded City projects.
D. Training requirements are mandated by Federal and State Regulations. This may include, but is not limited, to the programs listed in the SPQ.

NON-COMPLIANCE

A. Contractor compliance issues shall be documented on the "Notice of Non-Compliance" form. A copy of this form shall be provided to Contractor for completion.
B. Upon receipt of the completed "Notice of Non-Compliance" form, the Project Manager and Risk Management will evaluate, based on the incident, and identify, as appropriate, any additional corrective and/or preventive actions for completion.
C. If immediate correction is not feasible, the project will be temporarily stopped until the issue is adequately resolved.
D. City staff with authority to stop work are:
    1. Construction Inspector;
    2. City Project Manager;
    3. City Manager; and
    4. Risk Management staff.
E. Any violation or deviation from safety rules, procedures, or regulations, based on evaluation, may be subject to any and all disciplinary actions listed as follows:
    1. Verbal warning
    2. Written warning-Notice of Non-Compliance (work may not continue until approved corrections are implemented);
    3. Dismissal of non-complying personnel; and/or
    4. Termination of Contract.

The City of Redlands maintains the right to terminate any contract for the violation of safety issues without liability to the City.

CITY PERSONNEL

A. All affected City employees will be informed in advance of any construction related work or other contract work which has the potential for impacting their workplace. Notifications will be made to all affected employees via e-mail or written memo by the Project Manager or designee. Notifications must include the following information:
    1. Start and end dates of the work to be completed;
    2. Work areas to be affected;

3. Description of work to be completed;
4. Name and phone number of Project Manager;
5. Name and phone number of Construction Inspector; and
6. Name and phone number of Risk Management.

B. Employees should be instructed to notify Project Manager regarding logistical issues or other concerns. Safety and Health concerns should be directed to either the Project Manager, Inspector, or Safety Specialist.

VII. Recordkeeping

The City's Human Resources / Risk Management Department will maintain all records prepared in association with this CSP, with copies also place on file with the office of the City Clerk.

VIII. Additional References

https://www.dir.ca.gov/title8/336_10.html

City of Redlands
Acknowledgment of Receipt Statement

I acknowledge by signing this document, that I have received and reviewed the City of Redlands' Contractor Safety Program and understand that it contains important information on the City's policies and procedures regarding employee safety as it pertains to Contractor activities. Furthermore, I acknowledge that failure to comply with any of these procedures may lead to termination of the contract with the City.

_____	_____
Contractor Signature	Contractor Title:
_____	_____
Contractor Name (Print)	Date Signed

If you have any questions regarding this document, please contact the
Risk Management Division at (909) 798-7514.

CITY OF REDLANDS
SAFETY PREQUALIFICATION QUESTIONNAIRE

Omitting or reporting false information on this questionnaire may result in disqualification of bid. The City of Redlands reserves the right to conduct random or for-cause audits of information stated in this questionnaire. If deemed necessary, additional documentation may be requested by the City to verify responses on this questionnaire.

SECTION 1 – GENERAL INFORMATION

Company Name:	
Contractor License #:	Expiration Date:
Address:	
City:	State: Zip Code:
Name of Person Submitting Application:	
Title:	Telephone #:
Email Address:	
Identify the highest ranking Safety/Health Professional in your Company:	
Name:	
Title:	Telephone #:

SECTION 2 – INCIDENT RATES & WORKER'S COMPENSATION INFORMATION

INCIDENT RATES **Provide your actual injury and illness data below:**	Provide the NAICS Code Number that best represents your Firm:_____ Provide any additional numbers here: _____

(Provide three full years of data)	Last Calendar	2 Years Ago	3 Years Ago
Number of hours worked by all employees:			
Total Recordable Incident Rate*:			
D.A.R.T. Rate*:			
Total Number of Fatalities:			

Incident Rate = [(Total Recordable Cases X 200,000 hours)/ Number of hours worked by all employees]

D.A.R.T. Rate = [(Total Number of entries for Days Away, Restricted and Job Transfer X 200,000 hours)/ Number of hours worked by all employees]

If your latest incident rates and D.A.R.T. rates are greater than 100% of the industry average for all your NAICS code Numbers Listed, your bid may be disqualified.

The industry average can be found at www.bls.gov

WORKERS' COMPENSATION INFORMATION

1. Provide your Workers' Compensation Experience Modification Rate (EMR) Data:

	Policy Year	EMR
Current EMR*		
1 Year Ago:		
2 Years Ago:		
3 Years Ago:		

* If your current EMR is greater than 1.25, initialing here certifies that you will provide a competent, full- time person or representative responsible for safety for all City projects:_____

* Initialing here certifies that your firm does not have an EMR:_____
(Submit a copy of your firm's Loss Run Reports for the last three years if your firm does not have an EMR.)

Name of your firm's Workers' Compensation carrier:

Phone Number of Workers' Compensation carrier

2. Is your firm self-insured for Workers' Compensation claims?	Yes ❒	No ❒
(If yes, please attach a copy of the latest Annual Report to the State of California Department of Industrial Relations and/or State of California Certificate of Self-Insurance.)		

SECTION 3– CITATION HISTORY

1. Has your firm received any regulatory citations in the last three years?	Yes ❒	No ❒
If yes, please answer the question below.		

2. Were any of the confirmed (Closed) citations classified as Serious, Willful, Repeat, or Failure to abate?	Yes ❒	No ❒
3. If yes, please explain:		
4. Have you abated all of the citations issued to you in the last three years	Yes ❒	No ❒
If no, please explain abatement action plan:		

SECTION 4 – SAFETY POLICIES

	Questions (Please check YES or NO)	YES	NO*
1.	Does your company provide and adhere to a written Illness Prevention Program (IIPP) (CCR Title 8 §3203(a))? If yes, a copy of the program will be required on-hand at the job site throughout the duration of the contract. Please attach a copy to your bid proposal.	☐	☐
2.	Does your company provide and conduct Tailgate Meetings, or equivalent with employees at least every 10 working days. (CCR Title 8 §1509(e))	☐	☐
3.	Does your company have a policy for disciplinary action for unsafe behavior ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203(a)(2))	☐	☐
4.	Does your company provide and abide by a written Code of Safe Practices that relates to your firm's operations. (CCR Title 8 §1509(b)) If yes, a copy of the Code of Safe Practices will be required on-hand at the job site throughout the duration of the contract. Please attach a copy with your bid proposal.	☐	☐
5.	Does your company perform JHAs? (CCR Title 8 §1511(b)	☐	☐
6.	Does your company provide training and retraining programs for ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203 (a)(2), (a)(7)	☐	☐
7.	Does your company provide training and retraining programs for ensuring employee compliance	☐	☐

*Please provide reason(s) for NO answer in the box below or on a separate sheet of paper.

Failure to provide the above-referenced documents will result in the contractor's bid being disqualified.

SECTION 5 – SAFETY PROGRAMS AND PROCEDURES

PLEASE ANSWER ALL QUESTIONS BY CHECKING YES OR NO, AND ATTACHING APPROPRIATE DOCUMENTS THAT MAY APPLY OR AS REQUESTED.

		YES	NO
1.	**Is Confined Space work anticipated in the scope of the work awarded? (If no, please proceed to Question 2)**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Confined Space Entry Procedure		☐	☐
List of personnel authorized on jobsite to work in confined space(s)		☐	☐
List of personnel authorized on jobsite to serve as Rescue Team		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

2.	**Is work requiring Lockout/Tagout protocols anticipated in the scope of the work awarded? (If no, please proceed to Question 3)**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Lockout/Tagout (LOTO) Procedure		☐	☐
List of personnel authorized on jobsite to perform LOTO		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

3.	**Is work requiring a personal lift anticipated in the scope of the work awarded? (If no, please proceed to Question 4)**	☐	☐
	If yes, please attach the following:	Attached?	
List of personnel authorized on jobsite to use lifts		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

4.	**Is work requiring a forklift anticipated in the scope of the work awarded? (If no, please proceed to Question 5)**	☐	☐
	If yes, please attach the following:	Attached?	
List of personnel authorized on jobsite to use a forklift		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

5.	**Is work requiring a crane anticipated in the scope of the work awarded? (If no, please proceed to Question 6)**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Crane Program		☐	☐
Copy of all expected Crane operators' Certifications		☐	☐
List of personnel designated as Competent under Crane program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

6.	**Is Hot Work (as defined by OSHA) anticipated in the scope of the work awarded? (If no, please proceed to Question 7)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Hot Work Procedure	☐	☐
	List of personnel authorized on jobsite to perform Hot Work	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

7.	**Is Trenching/ Excavation work anticipated in the scope of the work awarded? (If no, proceed to Question 8)**	☐	☐
	Is a plan in place for the disposal of all material that cannot be returned to the trench/ excavation?	☐	☐
	Are appropriate materials for barricading or securing work area at jobsite?	☐	☐
	Has a permit from the Department of Industrial Relations for excavations deeper than 5 feet been obtained?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Trenching/ Excavation Procedure	☐	☐
	Copy of Permit if trench is to exceed depth of 5 feet	☐	☐
	List of personnel designated as Competent under Trenching/ Excavation Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

8.	**Is electrical work anticipated in the scope of the work awarded? (If no, proceed to Question 9)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Electrical Safety Program	☐	☐
	List of personnel designated as Competent under Electrical Safety Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

9.	**Is work that may have an arc flash potential anticipated in the scope of the work awarded? (If no, proceed to Question 10)**	☐	☐
	Are all materials required to safely perform arc flash present?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of Arc Flash Procedure	☐	☐
	List of personnel designated as Competent under Arc Flash Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

10.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 11)?**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Hearing Conservation Program		☐	☐
List of personnel working in high noise areas		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

11.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 12)?**	☐	☐
* Copies of SDS for Chemicals used must be kept at jobsite			
	Please attach the following:	Attached?	
Copy of written Hazard Communication Program		☐	☐
List of personnel performing work with chemicals		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐
List trade names of all hazardous materials which you will be using on site:			

12.	**Is work on or adjacent to public roadways anticipated in the scope of the work awarded. (If no, proceed to Question 13)**	☐	☐
Do you have the appropriate provisions (signs, devices, barricades/)		☐	☐
	Please attach the following:	Attached?	
Please provide a list of personnel working in traffic areas.		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

13.	**Is it anticipated in the scope of the work awarded that exposure to asbestos is possible? (If no, proceed to Question 14)**	☐	☐
	Please attach the following:	Attached?	
Copy of written procedure(s)		☐	☐
List of personnel working with potential exposure to asbestos		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

14.	**Is it anticipated in the scope of the work awarded that exposure to silica is possible? (i.e. sandblasting, concrete demolition, concrete saw cutting, surface grinding, etc.) (If no, proceed to Question 15)**	☐	☐
Please attach the following:		Attached?	
Copy of Silica Control Plan		☐	☐
List of personnel working with potential exposure to silica		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

15.	**Is work at heights anticipated in the scope of the work awarded? (If no, proceed to Question 16)**	☐	☐
Please attach the following:		Attached?	
Copy of written Fall Protection Program		☐	☐
List of personnel designated as Competent under Fall Protection Program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

16.	**Is work requiring the use of respirators anticipated in the scope of the work awarded? (If no, proceed to Question 17)**	☐	☐
Please attach the following:		Attached?	
Copy of written Respiratory Protection Program		☐	☐
List of personnel using respirators		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

17.	**If the scope of work to be performed is not adequately represented by questions (1-16), please list any additional Health & Safety concerns below.**

SECTION 6 – COMPLIANCE HISTORY ON CITY PROJECTS

In addition to the previous sections, Contractors that have previously been awarded work by the City, will be equally evaluated on their compliance history in relation to City projects.

SECTION 7 – CERTIFICATION STATEMENT

I Certify under penalty of perjury that:

a. the information contained herein is true and correct to the best of my knowledge, and

b. no attempt has been made to give false or misleading information or to withhold any information.

Signature of Authorized Representative:	Title of Authorized Representative
Printed Name of Authorized Representative	Date Signed:

NOTICE OF NON-COMPLIANCE

Project: _____

Contractor: _____

Notice of Non-Compliance was issued to Contractor's representative,_____,
Name

on_____at_____.

The following unsafe behaviors were observed at the Contractor's job site:

_____
_____
_____
_____
_____
_____
_____

If the unsafe condition is not immediately corrected, the City of Redlands may take disciplinary action in accordance with the Contractor Safety Program guidelines.

_ _ _ _

Job Hazard Analysis

Project:			
Company:	Project Safety Official:	Project Manager (City):	
Scope of Work:		Location:	Date:

Tasks	Potential Safety Risks/Hazards	Safety Controls/Mitigat	Required PPE
			☐ Hard Hat ☐ Safety Vest ☐ Safety Glasses/Goggles ☐ Safety Boots ☐ Respirator ☐ Safety Gloves ☐ Face Shield ☐ Fall Protection ☐ Other: _____ _____ _____ _____

Signatures of Employees On-Site this JHA is applicable to:

Employee Signature:	**Print Name:**	**Date:**

INCIDENT INVESTIGATION FORM

Date of Incident:	Time of Incident:	Date Reported:
Lead Investigator:	Contact Information:	
Contractor:	Employee Name:	
Witness 1 Name:	Telephone:	
Witness 2 Name:	Telephone:	
Incident Site/ Location		
Incident Summary:		
Near Miss Yes No	Incident Severity: Minor Significant Major Critical	
Root Cause(s):		
Corrective Actions:		

City Council Meeting **L. 6.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Professional Services Agreement with N2W Engineering, Inc. for the Recycled Water Distribution System Expansion Engineering Project for an amount not to exceed $332,500, approval of an additional appropriation in the amount of $332,500 from the Non-potable Capital Improvement Fund (532), and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move that City Council determine approval of a Professional Services Agreement with N2W Engineering, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act;

2. I move that City Council approve an additional appropriation in the amount of $332,500 from the Non-potable Capital Improvement Fund (532); and

3. I move that City Council approve the Professional Services Agreement with N2W Engineering, Inc. for the Recycled Water Distribution System Expansion Engineering Project in the amount not to exceed $332,500.

RECOMMENDATION:

Staff recommends that City Council determine approval of this Professional Services Agreement with N2W Engineering, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends that City Council approve an additional appropriation in the amount of $332,500 from the

Non-Potable Capital Improvement Fund (532), and approve the Professional Services Agreement with N2W Engineering, Inc. for the Recycled Water Distribution System Expansion Engineering Project for an amount not-to-exceed $332,500.

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) owns, operates, and maintains a Wastewater Treatment Plant (WWTP) with a rated treatment capacity of 9.5 MGD annual average dry weather flow. Approximately 3.5 MGD is treated through a conventional activated sludge process before it is discharged to City-owned and maintained percolation basins to recharge the underlying groundwater basin. The remaining 6.0 MGD is treated to Title 22 standards through a Membrane Bioreactor (MBR) system. The resulting disinfected tertiary recycled water from the MBR system may be distributed as recycled water for landscape and agricultural irrigation, landfill dust control, or industrial cooling purposes. Alternatively, this recycled water may be directed to the percolation basins for groundwater recharge.

Currently, the recycled water distribution system is limited to the primarily non-residential area north of I-10 and west of I-210. The City also recently completed the engineering phase of a project to construct its first recycled water storage reservoir (2.75 MG) at the WWTP, which included a hydraulic model of the recycled water distribution system. Timing of the construction phase of this reservoir is uncertain. The City also operates and maintains several disconnected non-potable water (untreated groundwater) production, storage, and distribution systems, which provide landscape irrigation water. One (1) such system is located directly east of the recycled water service area and extends east of I-210 and south of I-10. This is a closed system that requires booster pumping 24 hours each day to maintain adequate system operating pressure. This system also includes two (2) groundwater extraction wells located in Texonia Park and two (2) above-ground reservoirs with a combined storage capacity of 0.2 MG. This system produces/distributes approximately 2.0 MGD (average) primarily to new and proposed residential areas and to non-residential areas within the downtown core.

The intent of this project is to evaluate, engineer, and permit a connection or multiple connections between the recycled water distribution system and the non-potable water distribution system to expand the recycled water distribution system east of I-210. The project will also analyze the City's ability to serve recycled water to other residential and non-residential developments recently approved and/or constructed.

On October 28, 2024, staff issued a Request for Proposals (RFP) to qualified Consultants for the Recycled Water Distribution System Expansion Engineering Project. Proposals from the following four (4) Consultants were received prior to

the November 18, 2024 submittal deadline:

1. Albert A. Webb Associates, Riverside, CA
2. Engineering Resources of Southern California (ERSC), Inc., Redlands, CA
3. N2W Engineering, Inc., Irvine, CA
4. TKE Engineering, Inc., Riverside, CA

In accordance with Chapter 2.16.180 of the City's Municipal Code, a selection committee reviewed the proposals based on each firm's demonstrated competence and professional qualifications in accordance with specific evaluation criteria identified in the RFP. The selection committee interviewed the two (2) highest-ranked firms in December 2024 and determined that N2W Engineering, Inc. (N2W) is the most qualified consultant to complete the tasks identified in the RFP. N2W has provided similar engineering services to other municipalities and demonstrated a wealth of relative knowledge during their interview. Staff negotiated a reasonable consultant fee of $332,500 and recommends City Council approval of a Professional Services Agreement with N2W for this amount. This project requires an additional appropriation of $332,500 from the Non-Potable Capital Improvement Fund (532), which is a Development Impact Fee Fund. The use of these fees towards the project is based on the intent of the fee: to finance non-potable water capital facilities to provide new capacity required to serve new development. Included are development of non-potable water resources, non-potable water production, transmission, storage, and other capital facilities.

Approval of the Professional Services Agreement with N2W is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act since it will not result in a direct or reasonably foreseeable indirect physical change to the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	Yes
Amount:	$332,500
Budgeted Y/N:	No
Account No.:	532920

Discussion:

This project requires an additional expenditure appropriation of $332,500 from the Non-Potable Capital Improvement Fund (532), which is a Development Impact Fee Fund. The current estimated unrestricted cash balance of the Non-Potable Capital Improvement Fund (532) is $1.2 million as of June 30, 2024. Therefore, there are sufficient funds available.

Attachments

N2W Engineering PSA
Additional Appropriation Form

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Recycled Water Distribution System Expansion Engineering Services ("Agreement") is made and entered in this 4th day of February, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and N2W Engineering, Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Recycled Water Distribution System Expansion Engineering services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent in accordance with the schedule set forth in Exhibit "B," titled "Project Schedule," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of eighteen (18) months from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by one (1) additional one-year term (an "Extended Term"),

on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of three hundred thirty-two thousand five hundred dollars ($332,500). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled ("Cost Proposal") which is attached hereto and incorporated herein by reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

CONSULTANT:

Gregory Guillen, Principal Engineer
N2W Engineering, Inc.
3420 El Camino Real, Suite 120
Irvine, CA 92602
greg.guillen@n2weng.com
Phone: (909) 557-0852

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property

occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and

litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

N2W ENGINEERING, INC.

By: _____
Gregory Guillen, Principal Engineer

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Phase 1: Alternative Analysis

Consultant will review, evaluate, and expand the existing hydraulic models to determine the extents of the conversion and what work will be required to combine the non-potable and recycled water systems. Consultant is proposing to complete this evaluation in two phases. The first phase will evaluate the immediate needs of the system and determine if portions of the non-potable system could be converted in the near term by designing the connections identified in the request for proposals. Modeling will be conducted to validate the potential for these interconnections. If feasible and accepted by the City, Consultant will complete the design of these interconnections per the scope of work described later in Phase 2.

The second part Phase 1 will evaluate requirements to combine all portions of the non-potable and recycled water systems including long term needs for storage, pump stations, and pressure reducing facilities. Consultant will provide pros and cons of various alternatives and provide modeling as necessary. At a minimum Consultant will evaluate:

- Converting the non-potable water storage/distribution system to recycled water
- Converting a portion of this non-potable water storage/distribution system to recycled water
- Regulatory agency compliance and customer cost analysis for Recycled Water conversions

Consultant will also provide conceptual land acquisition requirements (if necessary) and construction cost estimates, including plumbing, pumping and control systems, and other associated temporary and permanent construction elements for each of the replacement construction alternatives. Task 1 includes an in-person project kickoff meeting, weekly remote progress meetings (24 assumed), and two in-person alternatives workshops. The deliverable for Task 1 is a detailed technical memorandum and supporting exhibits. At the conclusion of Task 1, the City staff and Consultant will select a preferred alternative. This evaluation shall consider the following minimum items:

- Water Facilities Condition/Seismic/Structural Assessment. Review the Brady & Associates assessment and conduct supplemental interior, exterior, and site condition assessments, as necessary, to support each alternative.
- Hydraulics. Evaluate the hydraulic implications of various pipe configurations (e.g., control systems, pumping needs, piping schematics, etc.).
- Water Quality. Identify implications of water quality on various pipe configurations and material types. This will be accomplished with a water age analysis which will be provided as part of the modeling effort.
- Regulatory Constraints. Research and identify any regulatory constraints (e.g. SWRCB DDW, EPA, etc.) that may have implications for each project alternative.

Research and identify necessary engineering and construction phase permitting and the level of CEQA evaluation and documentation necessary for each alternative. It is anticipated that a majority of the resulting project will fall within a Categorical Exemption through the requirements of CEQA. New facilities such as a booster station or a reservoir will require a more substantial permitting effort, and the preliminary details of the requirements will be provided to the City for review.

- Stakeholder/Risk/Sustainability Assessment. Evaluate potential technical, environmental, and operational risks, and propose mitigation strategies for each. Coordinate with key stakeholders (i.e., regulatory agencies, utility companies, etc.) to ensure regulatory compliance and smooth integration of the systems. Assess environmental sustainability, focusing on water conservation, energy efficiency, and long-term resource management.
- Evaluate life cycle costs (as net present and annual worth) for alternatives under consideration. This shall include the initial capital investment as well as anticipated maintenance and replacement costs.
- Present results of the alternatives evaluation to Municipal Utilities & Engineering Department (MUED) staff for selection of a preferred alternative. A formal alternatives evaluation report is not necessary. Figures, photographs, and estimate tables accompanied by a meeting/presentation will suffice for this task.

Assumptions:

- Hydraulic model is up-to-date, calibrated and fully operational.
- The City provides Consultant with the requested information in the time allocated in the provided schedule.
- Historical water demands and customer information will be provided in a clear and concise Excel or GIS format.
- Up to two site visits can be conducted with City operations staff to gather information and gauge the feasibility of conversions.

Phase 2: Final Engineering

Phase 2 will include survey, engineering studies, final engineering, and construction document preparation for the **prioritized project design, which is assumed to be the four connections identified in the RFP for this project**. As the preferred alternative and resulting project is not known at this time, it is impossible for Consultant to appropriately scope the ultimate design for all required facility improvements. However, our design team has the capability to design any projects which are yielded from this planning effort, and **we will provide a revised scope of work and fee for the final selected project at the request of the City**.

Site Survey and Basemap Preparation

Consultant will perform a site survey within the project area for existing surface features, topography, and utilities as necessary for engineering. Utility data will be obtained by performing 811 utility locates and will likely require follow up with individual utility companies who fail to locate their lines. The City will provide existing shapefiles for water, sewer, and storm utilities to supplement field surveys. Consultant will perform the following as part of the site survey:

- Field surveys as necessary to establish property boundaries and easements adjoining the project site.
- Potholing of existing utilities where necessary to collect data for design (e.g., elevations at critical crossings or where potential for conflict exists, 4 potholes assumed). Survey the locations of exposed utilities.
- Coordinate jet-tracing, as necessary, of any gravity utility lines that require tracing and survey the marked locations. The actual jet-tracing will be performed by the City.
- Establish local survey control within the project area and place survey control monuments as necessary along the project alignment. Monuments shall be a #5 set rebar at least four feet (4') deep with an aluminum cap.
- Prepare an AutoCAD basemap of the project for use in subsequent planning, design, and plan preparation.

Final Engineering

Consultant will perform the final engineering for the four proposed connections identified in the RFP. Consultant has included two design phases as part of the proposed design schedule. The First design phase includes the four proposed system interconnections included in the RFP. This phase prioritizes completing the design of these interconnections before the end of the City's fiscal year. The second design phase includes a more substantial and prolonged design project resulting from the Final Alternatives Analysis and Technical Memorandum. General design durations were utilized for this phase as the final selected alternative and resulting design project are still unknown at this time. This schedule will be updated concurrently with the progress of the project.

Consultant will provide engineering for site improvements, as necessary, within the project areas to include site grading, drainage, etc. Given the small scale of the project (less than 1 acre of additional impervious area created), it is anticipated that stormwater detention and permanent water quality BMPs are not required.
Consultant will coordinate with dry utility companies (gas, power, communications, etc.) to relocate any existing utilities in conflict with the proposed improvements. The actual relocation designs will be performed by the utility owners and billed to the City.
Consultant will coordinate engineering with outside agencies (i.e., SWRCB DDW, EPA, San Bernardino County Flood Control District, RWQCB, FEMA, etc.) to include permitting, design reviews, specification reviews, etc. Actual permitting fees will be paid by the City.

Consultant will provide engineering and develop erosion control plans indicating erosion control minimums to be implemented by the contractors. A detailed SWPPP is outside of the scope of work and will be prepared by the contractors.

Construction Documents

Consultant will prepare suitable-for-construction engineering drawings for the project to include, but not be limited to, the following:

- Title Sheet
- General Notes Sheet
- Existing Conditions Sheet (with identification of available project access and staging areas)
- Survey Control Sheet
- Erosion Control Plan
- Removal Plans
- Pipe Plans (including plans and profiles)
- Connection Piping Details
- Control System Plans
- Utility/Power Plans (as necessary)
- Utility Relocation Plans
- Site Grading and Drainage Plans
- Detail Sheet (as necessary)
- Site Restoration Plans
- Additional plan sheets necessary to create a plan set suitable for bidding and construction

Consultant will also provide the following as part of the design package:

- Detailed specifications for project construction.
- Plans and specifications which will be submitted to the City for review and comment at the 30%, 60%, 90%, and final design completion level.
- Develop a bid form prepared in collaboration with the City and prepare a summary of quantities for the final design.
- Prepare an engineer's opinion of probable cost at the 30%, 60%, 90%, and final design completion levels.

Project Management and Meetings

Consultant will prepare monthly invoices with cover letters summarizing work performed for the invoice period, supporting tabulation of hours by date and task for employees working on the project, and supporting expense reports and invoices for reimbursable expenses.

Consultant will attend monthly 90-minute project meetings (6 assumed) with the MUED staff to discuss project progress and any engineering issues that arise. Meetings may be performed remotely. Meeting agendas will be established in collaboration with MUED staff. Consultant will attend in-person design review meetings at the project kickoff, 30%, 60%, 90%, and final design completion levels. Meeting agendas will be established in collaboration with MUED staff.

EXHIBIT "B"
PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish
1	Project Award	0 days	Mon 2/3/25	Mon 2/3/25
2	Data and Information Request	15 days	Mon 2/3/25	Fri 2/21/25
3	Kick-off Meeting	0 days	Fri 2/21/25	Fri 2/21/25
4	Initial Assessment and Prioritization	15 days	Mon 2/10/25	Fri 2/28/25
5	Preliminary Research and Field Work	5 days	Mon 2/24/25	Fri 2/28/25
6	Prioritized Modeling Effort	5 days	Mon 3/3/25	Fri 3/7/25
7	Alternatives Workshop #1	0 days	Fri 3/7/25	Fri 3/7/25
8	Long Term Assessment and Prioritization	15 days	Mon 3/10/25	Fri 3/28/25
9	Land Acquisitions and Cost Estimates	15 days	Mon 3/10/25	Fri 3/28/25
10	Regulatory and Permitting Evaluation	15 days	Mon 3/10/25	Fri 3/28/25
11	Long Term Operation Modeling Effort	20 days	Mon 3/31/25	Fri 4/25/25
12	Alternatives Workshop #2	0 days	Fri 4/25/25	Fri 4/25/25
13	Alternatives Analysis and Technical Memorandum	15 days	Mon 4/28/25	Fri 5/16/25
14	City Review of Tech Memo	10 days	Mon 5/19/25	Fri 5/30/25
15	**Prioritized Project Design**	**165 days**	**Mon 3/10/25**	**Fri 10/24/25**
16	Preliminary Design Memo	5 days	Mon 3/10/25	Fri 3/14/25
17	City Review of Preliminary Design Memo	5 days	Mon 3/17/25	Fri 3/21/25
18	Site Survey and Base Map Preparation	15 days	Mon 3/10/25	Fri 3/28/25
19	Utility Research	15 days	Mon 3/10/25	Fri 3/28/25
20	60% Design Development	15 days	Mon 3/31/25	Fri 4/18/25
21	60% Design Review	10 days	Mon 4/21/25	Fri 5/2/25
22	60% Design Review Meeting	0 days	Fri 5/2/25	Fri 5/2/25
23	90% Design Development	10 days	Mon 5/5/25	Fri 5/16/25
24	90% Design Review	10 days	Mon 5/19/25	Fri 5/30/25
25	90% Design Review Meeting	0 days	Fri 5/30/25	Fri 5/30/25
26	Final Design Development	5 days	Mon 6/2/25	Fri 6/6/25
27	Final Plans and Specs	0 days	Fri 6/6/25	Fri 6/6/25
28	Bid Phase	20 days	Mon 6/9/25	Fri 7/4/25
29	Construction Phase	80 days	Mon 7/7/25	Fri 10/24/25
30	Prioritized Project Completion	0 days	Fri 10/24/25	Fri 10/24/25
31	**Secondary Project Design**	**170 days**	**Mon 6/2/25**	**Fri 1/23/26**
32	Secondary Design Memo	10 days	Mon 6/2/25	Fri 6/13/25
33	City Review of Secondary Design Memo	10 days	Mon 6/16/25	Fri 6/27/25
34	Follow-Up Surveying Effort	10 days	Mon 6/30/25	Fri 7/11/25
35	Utility Research	15 days	Mon 6/30/25	Fri 7/18/25
36	30% Design Development	40 days	Mon 7/14/25	Fri 9/5/25
37	30% Design Review	10 days	Mon 9/8/25	Fri 9/19/25
38	30% Design Review Meeting	0 days	Fri 9/19/25	Fri 9/19/25
39	60% Design Development	40 days	Mon 9/22/25	Fri 11/14/25
40	60% Design Review	10 days	Mon 11/17/25	Fri 11/28/25
41	60% Design Review Meeting	0 days	Fri 11/28/25	Fri 11/28/25
42	90% Design Development	20 days	Mon 12/1/25	Fri 12/26/25
43	90% Design Review	10 days	Mon 12/29/25	Fri 1/9/26
44	90% Design Review Meeting	0 days	Fri 1/9/26	Fri 1/9/26
45	Final Design Development	10 days	Mon 1/12/26	Fri 1/23/26
46	Final Plans and Specs	0 days	Fri 1/23/26	Fri 1/23/26

EXHIBIT "C"

COST PROPOSAL

		Labor Hours and Rates								Subconsultant Fees			
	Project Team Role:	PIC - QA/QC	Project Manager	Lead Engineer	Lead Modeler	Project Engineer	Modeling Engineer			Surveying and ROW	Potholing		
	Team Member:	J. Wang	G. Guillen	J. Scheidel	E. Caliva	I. Jimenez/ Z. Wharton	J. Li	TOTAL HOURS	LABOR COSTS	Prizm Fee	AirX Fee	OTHER DIRECT COSTS	TOTAL FEE
	Billable Rate :	$250	$250	$220	$320	$165	$290						
Task 1	**Project Management/Quality Control**												
1.1	Kickoff Meeting and Weekly Progress Meetings		28	28				56	$ 13,160			$ 200	$ 13,360
1.2	Alternatives Workshop No. 1		4	4	4	4		16	$ 3,820			$ 200	$ 4,020
1.3	Alternatives Workshop No. 2		4	4	4	4		16	$ 3,820			$ 200	$ 4,020
1.4	Monthly Progress Meetings		10	10	6	10		36	$ 8,270				$ 8,270
1.5	30% Design Review Meeting		4	4		4		12	$ 2,540			$ 200	$ 2,740
1.6	60% Design Review Meeting		8	8		8		24	$ 5,080			$ 200	$ 5,280
1.7	90% Design Review Meeting		8	8		8		24	$ 5,080			$ 200	$ 5,280
1.8	Schedule Updates and Progress Reports		24	24	8	24		80	$ 17,800				$ 17,800
1.9	Project Management and Quality Control	40	40	8				88	$ 21,760				$ 21,760
	Subtotal Task 1	**40**	**130**	**98**	**22**	**62**		**352**	**$ 81,330**	**$ -**	**$ -**	**$ 1,200**	**$ 82,530**
Task 2	**Alternatives Evaluation**												
2.1	Preliminary Research and Site Visits		2	32		120		154	$ 27,340			$ 800	$ 28,140
2.2	Hydraulic Modeling		4	8	20		120	152	$ 43,960				$ 43,960
2.3	Land Acquisitions and Cost Estimates		2	4		32		38	$ 6,660				$ 6,660
2.4	Regulatory and Permitting Evaluation		2	4		32		38	$ 6,660				$ 6,660
2.5	Alternatives Analysis and Technical Memorandum		4	16	8	50	16	94	$ 19,970				$ 19,970
	Subtotal Task 2		**14**	**64**	**28**	**234**	**136**	**476**	**$ 104,590**	**$ -**	**$ -**	**$ 800**	**$ 105,390**
Task 3	**Final Engineering**												
3.1	Utility Research		2	4		32		38	$ 6,660			$ 200	$ 6,860
3.2	Site Survey and Base Map Preparation		2	4		8		14	$ 2,700	$20,000			$ 22,700
3.3	Potholing and Jet Tracing		2	4		8		14	$ 2,700		$20,000		$ 22,700
3.4	30% Design PSE		8	80		200		288	$ 52,600				$ 52,600
3.5	60% Design PSE		6	40		80		126	$ 23,500				$ 23,500
3.6	90% Design PSE		4	20		40		64	$ 12,000				$ 12,000
3.7	Final Design PSE		2	4		16		22	$ 4,020			$ 200	$ 4,220
	Subtotal Task 3		**26**	**156**		**384**		**566**	**$ 104,180**	**$ 20,000**	**$ 20,000**	**$ 400**	**$ 144,580**
	Total Non-Optional Hours and Fee	**40**	**170**	**318**	**50**	**680**	**136**	**1394**	**$ 290,100**	**$ 20,000**	**$ 20,000**	**$ 2,400**	**$ 332,500**

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

N2W ENGINEERING, INC.

By:_____ Date: _____

Gregory Guillen, Principal Engineer

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 12/19/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Other Professional Services	532920	8402		$332,500.00
				$ $332,500.00 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ -

JUSTIFICATION: Utilizing Non-potable DIF Fund to fund this project since the only driver for the expansion of the recycled water system is new development.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **L. 7.**

DATE: 02/04/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Second Amendment to the Non-Professional Service Agreement with General Pump Company to increase by $500,000, and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

I move that City Council determine that approval of a Second Amendment to the Non-Professional Services Agreement with General Pump Company is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and,

I move City Council approval of the Second Amendment to the Non-Professional Service Agreement with General Pump Company.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the Second Amendment to the Non-Professional Services Agreement with General Pump Company is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Staff further recommends City Council approval of a Second Amendment to the Non-Professional Service Agreement with General Pump Company.

DISCUSSION:

The City's water production system includes forty-five (45) potable and non-potable groundwater wells, thirty-eight (38) booster pumps, and two (2) surface water treatment plants that serve more than 75,000 customers within the Redlands water service area. The groundwater wells and booster pumps are operated by high-horsepower motors to deliver water at high flowrates and pressures. Mechanical and electrical components require frequent routine maintenance to reduce the potential for malfunction and prevent equipment failure. Repairs associated with equipment failures typically exceed staff resources and repair capabilities. During emergencies, staffing may be even more limited, and support from a qualified groundwater well and booster pump contractor is often necessary.

In August 2022, MUED staff issued a Request for Bids to qualified contractors to provide groundwater well and booster pump services on an as-needed basis. City Council approved a Non-Professional Service Agreement (Agreement) with General Pump Company (GPC) on November 1, 2022. The original Agreement included an initial term of one (1) year, two (2) optional extension terms (each for an additional year), and annual compensation not-to-exceed $375,000. The Initial Term was completed successfully and the City and General Pump Company executed the first Agreement extension on August 31, 2023. In April 2024,City Council approved the First Amendment to the Agreement, which consolidated the optional extension years and annual compensation amounts.

GPC has exceeded the City staff's performance expectations and completed several critical time sensitive on-call repairs returning valuable potable production sources to service in time for peak summer demands. MUED staff analyzed the project budget and determined that an additional $500,000 is necessary to complete additional repairs to production wells and booster pumps in preparation for the upcoming peak pumping season. Therefore, a Second Amendment to the Agreement that increases the Extended Term compensation to $1,250,000 is necessary to successfully complete additional repairs to the City’s critical water infrastructure. No additional revisions to the Agreement terms are proposed by this Amendment.

Approval of the Second Amendment to the GPC Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act since it can be seen with certainty that doing so will not have any significant effect on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Paul Marical, Water Utility Manager

Fiscal Impact

Fiscal Year:	FY 24/25
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	501900

Discussion:

There is no fiscal impact associated with this action. Sufficient funding is available in the FY 24/25 MUED Water Services Budget for the Second Amendment to the Non-Professional Service Agreement with General Pump Company.

Attachments

Second Amendment

General Pump Company First Amendment (Reference Only)

General Pump Company - NPS Agreement (Reference Only)

SECOND AMENDMENT TO NON-PROFESSIONAL SERVICE AGREEMENT

This second amendment ("Second Amendment") to the agreement for groundwater well and booster pump services ("Agreement"), dated November 1, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and General Pump Company ("Contractor"), is made and entered into this 4th day of February 2025.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically amend the compensation for Contractor's performance of services during the Extended Term to $1,125,000.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Contractor agree as follows:

AGREEMENT

Section 1. 5.1 of the Agreement, entitled "Article 5 – Payments to Contractor," is hereby amended to read as follows:

5.1 "The compensation for Contractor's performance of the Services shall not exceed the amount of three hundred seventy-five thousand dollars ($375,000) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of one million two hundred fifty thousand dollars ($1,250,000.00) for the Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of one million six hundred twenty-five thousand dollars ($1,625,000.00). For the Initial Term and Extended Term, City shall pay Contractor on a time and materials basis up to the not-to-exceed amount in accordance with the rates specified in Exhibit "C", titled "Price and Fee Bid", which is attached hereto and incorporated herein by reference."

Section 2. All other provisions of the Agreement and First Amendment shall remain unchanged by this Second Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of February 4, 2025.

CITY OF REDLANDS	GENERAL PUMP COMPANY
_____	By: _____
Mario Saucedo, Mayor	Tom Nanchy, Sr. Project Manager

ATTEST:

_____

Jeanne Donaldson, City Clerk

FIRST AMENDMENT TO NON-PROFESSIONAL SERVICE AGREEMENT

This first amendment ("First Amendment") to the Non-Professional Service Agreement for groundwater well and booster pump services November 1, 2022 (the "Agreement"), by and between the City of Redlands, a municipal corporation and general law city ("City"), and General Pump Company, a California corporation ("Contractor"), is made and entered into this 16th day of April 2024.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically to amend the compensation for Contractor's performance of services during the first Extended Term to $750,000 and to amend the term during the first Extended Term to two (2) years.

NOW, THEREFORE, in consideration of the mutual promises contained herein City and Contractor agree as follows:

AGREEMENT

Section 1. The term for Contractor's performance of services, as set forth in Section 4.2 of the Agreement, is hereby amended to extend the project completion time during the first Extended Term and shall read as follows:

> 4.2 "The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) years (the "Extended Term"), on the same terms and conditions, by providing written notice to Contractor. The Initial Term and Extended Term are hereby collectively, referred to herein as the "Term" of this Agreement."

Section 2. The compensation for Contractor's performance of services, as set forth in Section 5.1 of the Agreement, is hereby amended to increase the Contractor's maximum compensation during the first Extended Term and shall read as follows:

> 5.1 "The compensation for Contractor's performance of the Services shall not exceed the amount of three hundred seventy-five thousand dollars ($375,000) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of seven hundred fifty thousand dollars ($750,000) for the first Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of one million one hundred twenty-five thousand dollars ($1,125,000.00). For the Initial Term and Extended Term, City shall pay Contractor on a time and materials basis up to the not-to-exceed amount in accordance with the rates specified in Exhibit "C", titled "Price and Fee Bid", which is attached hereto and incorporated herein by reference."

Section 2. All other provisions of the Contract shall remain unchanged by this First Amendment, and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of the 16th day of April, 2024.

CITY OF REDLANDS

Eddie Tejeda

Eddie Tejeda, Mayor

GENERAL PUMP COMPANY

By: 4/04/24

Tom Nanchy, Sr. Project Manager

ATTEST:

Jeanne Donaldson

Jeanne Donaldson, City Clerk

I:\cmo\Agreements\General Pump Company First Amendment FY23-0062.docx-ms

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of well and booster on-call services ("Agreement") is made and entered in this 1st day of November 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and General Pump Company, Inc., a California corporation ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform well and booster on-call services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates John R. Harris, Municipal Engineering and Utilities Department, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The Services shall commence as of the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.3 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by this reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of three hundred seventy-five thousand dollars ($375,000) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of three hundred seventy-five thousand dollars ($375,000) for the first Extended Term; and three hundred seventy-five thousand dollars ($375,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of one million one hundred twenty-five thousand dollars ($1,125,000). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk	Tom Nanchy, Sr. Project Manager
City of Redlands	General Pump Company
35 Cajon Street	159 N. Acacia Street
P.O. Box 3005 (mailing)	San Dimas, CA 91773
Redlands, CA 92373	tnanchy@genpump.coml
jdonaldson@cityofredlands.org	(909) 599-9606
(909) 798-7531	(909) 599-6238

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing

such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;

(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be

made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

GENERAL PUMP COMPANY, INC.

By: _____
Tom Nanchy, Sr. Project Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

L:\ca\Agreements\General Pump Company Agreement.NPS-2.2.FY22-0046.docx-jm

EXHIBIT "A"

SCOPE OF SERVICES

Perform Well and Booster On-Call Services consistent with industry standards and best practices.

Services including, but not limited to.

- Engineering, hydrogeologists, machinists, electrical, fabrication and field technician support as needed.
- Well and booster pump inspections and teardowns, troubleshooting, maintenance, and rehab activities, including complete equipment replacements, brush & bail, test pumping and well development, video surveys, chemical treatments, well liners and complete engineering alternatives and solutions.
- Emergency repairs

All work and general conditions shall be performed in accordance with the current Standard Specification for Public Works Construction (the Green Book), the California State Water Resources Control Board, the American Water Works Association (AWWA) and the National Electrical Manufactures Association (NEMA) Standards. Materials provided (where applicable) shall be in accordance with the NSF/ANSI 61.

Contractor shall always secure each site and equipment within their scope of work throughout the duration of work. Contractor shall also be responsible (where applicable) for National Pollutant Discharge Elimination System (NPDES) and site generated waste disposal.

DELIVERY SCHEDULE

As needed.

PERFORMING SERVICES

Emergency work requests shall be performed no later than 48 hours after the initial request. Contractor shall be capable of working continuously during emergency requests. All other requests shall be scheduled with the contractor and scope of work defined prior to a notice to proceed. The contractor shall provide a cost proposal with the scope of work for all non-emergency work and obtain approval from the city prior to start of any work.

Bond No.: 107703853

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and GENERAL PUMP COMPANY(hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to Well & Booster On-Call Services (the "Work"), which said agreement, dated November 1, 2022, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Two Hundred and Fifty Thousand Dollars ($250,000) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on November 1, 2022.

(SEAL)
General Pump Company, Inc.
(Contractor)
(Signature)

(SEAL)
Travelers Casualty and Surety Company of America
(Surety)
BY:
(Signature) Matthew Cocco

Address:
One Tower Square
Hartford, CT 06183

Telephone(860) 652-3235

(Seal and Notarial Acknowledgment of Surety)

EXHIBIT "C"

("Fee Schedule/ Price and Fee Bid")

PRICE AND FEE BID

BID #20220811-PM

Line Item	Item Description	Crew Size	Unit	Rate
1	Field Service Truck	1 Man	Per Standard Hour	$ 170.00
2	Pump Rig & Field Service Truck	2 Men	Per Standard Hour	$ 405.00
3	Pump Rig & Field Service Truck	2 Men	Per OT Hour	$ 515.00
4	Pump Rig & Field Service Truck	3 Men	Per Standard Hour	$ 565.00
5	Pump Rig & Field Service Truck	3 Men	Per OT Hour	$ 695.00
6	Pump Rig & Field Service Truck	4 Men	Per Standard Hour	$ 585.00
7	Pump Rig & Field Service Truck	4 Men	Per OT Hour	$ 715.00
8	Up to 30 Ton Swing Cab Crane	4 Men	Per Standard Hour	$ 485.00
9	Up to 30 Ton Swing Cab Crane	4 Men	Per OT Hour	$ 595.00
10	30 Ton and above Swing Cab Crane	4 Men	Per Standard Hour	$ 745.00
11	30 Ton and above Swing Cab Crane	4 Men	Per OT Hour	$ 925.00
12	Up to 30 Ton Fixed Cab Crane	3 Men	Per Standard Hour	$ 390.00
13	Up to 30 Ton Fixed Cab Crane	3 Men	Per OT Hour	$ 540.00
14	30 Ton and above Fixed Cab Crane	3 Men	Per Standard Hour	$ 640.00
15	30 Ton and above Fixed Cab Crane	3 Men	Per OT Hour	$ 785.00
16	Test Pump & Operator 0 - 300 HP Motor	1 Man	Per Standard Hour	$ 205.00
17	Test Pump & Operator 301 - 500 HP Motor	1 Man	Per Standard Hour	$ 250.00
18	Engineering Labor	1 Man	Per Standard Hour	$ 10.00
19	Engineering Labor	1 Man	Per OT Hour	$ 15.00
20	Electrician Labor	1 Man	Per Standard Hour	$ 170.00
21	Electrician Labor	1 Man	Per OT Hour	$ 225.00
22	Programmer Labor	1 Man	Per Standard Hour	$ 170.00
23	Programmer Labor	1 Man	Per OT Hour	$ 225.00
24	Machinist Labor	1 Man	Per Standard Hour	$ 105.00
25	Machinist Labor	1 Man	Per OT Hour	$ 145.00
26	Welder Labor	1 Man	Per Standard Hour	$ 105.00
27	Welder Labor	1 Man	Per OT Hour	$ 145.00
28	Fabricator Labor	1 Man	Per Standard Hour	$ 170.00
29	Fabricator Labor	1 Man	Per OT Hour	$ 225.00
30	Pump Mechanic Labor	1 Man	Per Standard Hour	$ 105.00
31	Pump Mechanic Labor	1 Man	Per OT Hour	$ 145.00
32	General Shop Labor	1 Man	Per Standard Hour	$ 90.00
33	General Shop Labor	1 Man	Per OT Hour	$ 130.00
34	General Field Labor	1 Man	Per Standard Hour	$ 120.00
35	General Field Labor	1 Man	Per OT Hour	$ 170.00
36			SUM TOTAL (LINE 1 THRU 35)	$ 11,680.00

Line Item	Item Description	*(A) Material and Sub-contractor (not to exceed) Markup %	**(B) Material and Sub-contractor (for bidding purposes) Unit Cost	(A x B) Material & Sub-contractor Total
37	**Electrical (Including but not limited to) –** Electrical materials, supplies and components (includes motors, motor controls, starters, VFDs, PLCs & SCADA devices, and related electrical hardware)	25%	$10,000	$ 2,500.00
38	**Pumping & Mechanical Equipment (Including but not limited to) –** Pump materials, supplies and components (includes tube & shaft, column pipe, pump discharge heads, bowl and booster pump assemblies, control valves, meters, and related hardware)	30%	$10,000	$ 3,000.00
39	**Sub-Contractors & Support Services (Including but not limited to) –** Electrical, programming, engineering, video logs, hydrological & geological services, lab analysis, site security, waste disposal, spinner & dye tracer studies and other miscellaneous services	25%	$10,000	$ 2,500.00
40			**SUM TOTAL (LINE 37 THRU 39)**	$ 8,000.00

*Column (A) "Material and Sub-contractor (not to exceed) Markup %"- shall be the "not to exceed" percentage used in an agreement/contract (see Exhibit "B" for example agreement template). The awarded contractor shall abide by and verify the not to exceed percentage value costs per item when invoicing or as requested by the City.

**Column (B) "Material and Sub-contractor (for bidding purposes) Unit Cost" - is an example unit value used for bidding purposes. It is not an implied or acknowledged unit value for services or a commitment to pricing for said item descriptions.

LAST MINUTE ADDITIONS/DEDUCTIONS* N/A BID ITEM No.

LAST MINUTE ADDITIONS/DEDUCTIONS* BID ITEM No.

BID SCHEDULE TOTAL (LINE 36 + LINE 40): $ 19,680.00

BID SCHEDULE TOTAL WRITTEN IN WORDS: Nineteen Thousand Six Hundred and Eighty Dollars

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_X_ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

GENERAL PUMP COMPANY, INC.

By: _____ Date: 10/13/22

Tom Nanchy, Sr. Project Manager

ACKNOWLEDGMENT OF SURETY

STATE OF CONNECTICUT } ss: Glastonbury

COUNTY OF HARTFORD }

On this 1st day of November , 2022 before me personally appeared Matthew Cocco to me known, who, being by me duly sworn, did depose and say that he/she resides in Southington, CT that he/she is the Attorney-in-Fact of the Travelers Casualty and Surety Company of America the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order; and deponent further says that he/she is acquainted with Matthew Cocco and knows him/her to be the Attorney-in-Fact subscribed to the within instrument is in the genuine handwriting of the said Matthew Cocco and was subscribed thereto by like order of the Board of Directors in the presence of deponent.

Erik Partridge

Notary Public Middlesex County

My Commission Expires: 2/28/2025

TRAVELERS	**Travelers Casualty and Surety Company of America** **Travelers Casualty and Surety Company** **St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ERIK PARTRIDGE** of **GLASTONBURY** , , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN. | TRAVELERS CASUALTY AND SURETY COMPANY HARTFORD, CONN. | ST. PAUL FIRE AND MARINE INSURANCE COMPANY CORPORATE SEAL

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

ANNA P. NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of November , 2022 .

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN. | TRAVELERS CASUALTY AND SURETY COMPANY HARTFORD, CONN. | ST. PAUL FIRE AND MARINE INSURANCE COMPANY CORPORATE SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles s.s.

On 10-19-22 before me, Kelly Mare, Notary Public
Name of Notary Public, Title

personally appeared Peter Brooks
Name(s) of Signer(s)

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

KELLY MOORE
COMM. #2274101
Notary Public - California
Los Angeles County
My Comm. Expires Jan. 28, 2023
NRO1

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Labor + Material Bond.

containing 3 pages, and dated ~~11-1-202~~ 10-19-22

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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GENEPUM-01 MHUNT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Smith Brothers Insurance, LLC.
68 National Drive
Glastonbury, CT 06033

CONTACT NAME:
PHONE (A/C, No, Ext): (860) 652-3235 FAX (A/C, No): (860) 652-3236
E-MAIL ADDRESS: GeneralMailbox@SmithBrothersUSA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty And Surety Co America	31194
INSURER B : Travelers Indemnity Company of CT	25682
INSURER C : Travelers Property Casualty Co of Amer	25674
INSURER D : Aspen Specialty Ins Company	10717
INSURER E :	
INSURER F :	

INSURED
General Pump Company, Inc.
159 North Acacia Street
San Dimas, CA 91773

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:	X		P-630-8T716949-TIL-22	8/31/2022	8/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X		810-8T703898-22-43-G	8/31/2022	8/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUP-8T724403	8/31/2022	8/31/2023	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-8T705197	8/31/2022	8/31/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution liability	X		ERAHL9622	2/25/2022	2/25/2023	Incident Limit	1,000,000
D	Pollution liability			ERAHL9622	2/25/2022	2/25/2023	Aggregate Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Redlands is included as Additional Insured with respects to General Liability, Auito Liability and Pollution Liability, as per policy forms.

CERTIFICATE HOLDER

City of Redlands Risk Management Division
PO Box 3005
Redlands, CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christopher M. Kennedy

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